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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91237903
Party	Plaintiff TechWorld Corporation, Inc.
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Attachments	TWC Memorandum Opposition to MSJ.pdf(246834 bytes) Exhibit A.pdf(704774 bytes) Exhibit B.pdf(180983 bytes) Exhibit C.pdf(4879266 bytes) Exhibit D.pdf(214227 bytes) Exhibit E.pdf(199329 bytes) Exhibit F.pdf(1486992 bytes) Affidavit Dr. Zhang.pdf(327059 bytes) Affidavit Dr. Zuo.pdf(645905 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

TECHWORLD CORPORATION, INC.	:	Opposition No.: 91237903
Opposer	:	
v	:	In the matter of
JAMES ZHOU LIU	:	Application No.: 86962363
DRNATURALHEALING, INC.	:	Mark: NASALCARE
		Published on July 25, 2017
Applicant	:	

**OPPOSER’S MEMORANDUM IN OPPOSITION TO
APPLICANT’S MOTION FOR SUMMARY JUDGEMENT**

Opposer TECHWORLD CORPORATION, INC. (“Opposer” or the Company) respectfully submits this memorandum in opposition to the motion for summary judgment by Applicant DrNaturalHealing, Inc. (“DNH”), and in support hereof states as follows:

I. INTRODUCTION AND BACKGROUND

Applicant filed its application on April 3, 2016 for a trademark identical to the mark owned by Opposer, NASALCARE and design mark with registration number 3688173 (“Opposer’s Mark”), which was originally published on January 20, 2009. This is one of many attempts by James Z. Liu to willfully and wrongfully gain ownership over Opposer’s Mark.

As seen on the United States Patent and Trademark Office (“USPTO”)

database, on September 30, 2014, James Liu attempted to fraudulently transfer the ownership of Opposer's Mark to Applicant by filing a Combined Declaration of Use and Incontestability that would also change correspondence information to Applicant. His action was denied because:

Office records show clear chain of title to the registration in TechWorld Corporation, Inc. However, the party who filed the Combined Affidavit is identified as DrNaturalHealing, Inc.

James Liu was accordingly advised on how to properly submit documentation showing that ownership had changed. In response, on November 24, 2014, James Liu perpetrated fraud by submitting a fraudulent Combined Affidavit stating TWC sold its NasalCare mark to DNH (Exhibit A), while in his response also stating:

Both TechWorld Corporation, Inc. (the previous owner of the Mark) and DrNaturalHealing, Inc. are under my direct management since I am the owner for both companies. I signed the needed document in the public notary office today to provide what was asked in the Office Action.

On December 13, 2014, this second attempt was again rejected as he failed to file a simple recordation which requires signatures of **both** seller and buyer. The recordation is simple to file with a \$40 fee. But he did not file it, and instead, nearly two years later, opted to file this more time consuming application. James Liu's actions raise obvious suspicion as to why he would have waited almost two years and chosen such a roundabout and more expensive manner of obtaining the

same trademark through re-application, not direct transfer of ownership. **If** James Liu were the true owner of both DNH and TWC or **if** DNH/Applicant were the true owner of TWC/Opposer's Mark, transferring ownership would have been a much easier method. Despite falsely declaring both claims, he did not transfer ownership.

In fact, TWC/Opposer is the rightful owner of the Mark and Dr. Zhang has the authority to act on behalf of TWC. On October 12, 2016, Opposer's Declaration under Section 8 was accepted and its Declaration of Incontestability under Section 15 was acknowledged, deeming it incontestable.

II. APPLICABLE LAWS AND PROCEDURES FOR SUMMARY JUDGMENT

A. Summary Judgment Standard and Procedure

According to Fed. R. Civ. P. 56., adopted as TBMP § 528, a summary judgment should be granted only:

if the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

Therefore, the moving party/Applicant must show that 1) there are no critical issues of material fact in dispute, and 2) it is entitled to judgment as a matter of law.

In filing a motion for summary judgment, the moving party also "should

specify, in its brief in support of the motion, the material facts that are undisputed.” Similarly, the nonmoving party should indicate the material facts that are in dispute (Trademark Trial and Appeal Board Manual of Procedure, 2017-06, 528.01, General Nature of Motion).

B. Federal Law Regarding Correspondence Filed in the USPTO

All documents submitted to the USPTO must be accompanied by a certification that all statements made are true. These statements are made with the understanding that:

Whoever, in any matter within the jurisdiction of the Office, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or knowingly and willfully makes any false, fictitious, or fraudulent statements or representations, or knowingly and willfully makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be subject to the penalties set forth under 18 U.S.C. 1001 and any other applicable criminal statute, and violations of the provisions of this section may jeopardize the probative value of the paper and that knowingly and willfully making false statements or documents subjects the perpetrator to penalties by law (37 CFR 11.18).

III. DISPUTES OF MATERIAL FACT PRECLUDE SUMMARY JUDGMENT

In this case, the **key issue is the ownership dispute**, that is, who is the rightful owner of Opposer’s Mark. The USPTO records show a clear chain of title indicating that Opposer is the true owner of the Mark. To revoke TWC’s

ownership, DNH/Applicant must legitimately and indisputably prove that TWC/Opposer has lost its ownership over the Mark or transferred its ownership to DNH/Applicant. From Applicant's first attempt in 2014 until now, not a single page of documentation provided by Applicant has met this requirement.

Applicant's Motion for Summary Judgment lacks a clear specification of undisputed material facts. Based on a painstaking reading of Applicant's convoluted Motion for Summary Judgment, it appears that Applicant's grounds for obtaining a summary judgment are solely on the basis that 1) James Liu, not Dr. Zhang, is the owner and sole director of TWC, and 2) that consequently, Dr. Zhang has no authority to bring the action on behalf of TWC. To argue his first point, that he is the sole director and owner of TWC, James Liu used his self-serving interpretation of self-drafted and convoluted agreements between him and Dr. Zhang, presented fabricated company documents as evidence, conveniently misstated or omitted critical facts, and offered misleading interpretations of court order.

The following are the disputed material issues in this case, which preclude summary judgment in favor of the Applicant, as well as Dr. Zhang's accurate account of facts and events:

A. There are disputes of fact as to who has the authority to represent TWC.

1. James Liu was removed from his officer and director positions at TWC by shareholders in 2015

James Liu began to convert and misappropriate TWC's assets after his brother, Jinbiao Liu, was paroled from prison in 2011. He has continued to commit numerous damages against TWC. His wrongdoings were discovered by TWC's officers and shareholders years after the fact. On April 4, 2015, as a result of James Liu's grave misconduct against TWC, he was removed as a director and officer of TWC and its subsidiaries at an emergency shareholder meeting. All shareholders, including James Liu, were notified of this meeting, but James Liu declined to participate in the shareholder meeting. Attached hereto as Exhibit B is a true and correct copy of the minutes of the Emergency Shareholder Meeting of TWC, dated April 4, 2015. Therefore, James Liu cannot claim to be the owner and director of TWC. However, since then, James Liu has fabricated illegitimate documents, such as false meeting minutes and agreements, in which he holds himself out as director and officer of TWC, blatantly disregarding any corporate formalities.

TWC filed a lawsuit against James Liu for his numerous wrongdoings, including breach of fiduciary duty, on September 22, 2017. As part of this case, TWC filed two motions in the Delaware Court of Chancery, for which there was a hearing on October 11, 2017. These motions sought a temporary restraining order

(TRO) and expedited proceedings to restrain James Liu from further harming TWC. Due to “the messiness of the situation,” as described by the Court, and legal technicalities such as debate over the appropriate venue, the Court simply opted not to approve the application for the two motions “as framed.” At no point during the hearing did the Court “[direct] Opposer-Zhang’s attorney to dismiss the Complaint” or state that “Opposer-Zhang was not allowed to act on behalf of [TWC],” as James Liu falsely claims in his motion, under “Legal Basis Number 2”. In fact, as shown in Applicant’s Exhibit 2 of his Answer to Notice of Opposition, TWC as the Plaintiff/Petitioner “voluntarily [dismissed]” the action. This was done because the Court’s preliminary comments during the hearing suggested that the breach of fiduciary duty claims would not hold because the allegations against James Liu took place after he was removed as a TWC officer. TWC has re-filed the lawsuit against James Liu with proper modifications (Case # N17C-12-338 JRJ). A true and correct copy of the Complaint, accepted by the Delaware Superior Court on December 28, 2017, is attached hereto as Exhibit C.

2. Dr. Zhang has been, and remains the President, director, and majority shareholder of TWC

Dr. Zhang is the rightful President, director, and majority shareholder of TWC/Opposer and therefore does have the authority to represent Opposer and protect its interests. Since TWC’s formation in 2002, Dr. Zhang has been working

full time for TWC as its president and Chairman of the Board of Directors. She also has been and remains the majority shareholder in TWC. According to the Minutes of the Organizational Meeting of the Shareholders/Board of Directors of TWC, dated August 25, 2010 (“2010 Meeting Minutes”), Dr. Zhang held a majority of TWC shares, with 700,000 shares of preferred stock (compared to James Liu’s 300,000), and 16,200 shares of common stock (compared to James Liu’s 7,220). The 2010 Meeting Minutes were signed by James Liu, and forwarded by him with his signature to Dr. Zhang on October 3, 2010. Attached hereto as Exhibit D is a true and correct copy of James Liu’s email to Dr. Zhang. To date, Dr. Zhang has never relinquished or transferred any shares to James Liu, and nor has she left TWC. Accordingly, James Liu is not a majority shareholder of TWC.

Applicant’s statement that Dr. Zhang “left TechWorld Corporation” in January 2012 is flatly incorrect. In fact, in an email dated March 22, 2013, James Liu himself refers to Dr. Zhang as “our company’s President.” In a follow-up email dated March 26, 2013, James Liu himself offers to facilitate a conversation between Dr. Zhang and a potential customer by making a three-way international call, indicating that Dr. Zhang was actively managing TWC’s business activities after January 2012. This proves James Liu’s claim is false. Attached hereto as Exhibit E is a true and correct copy of James Liu’s and Dr. Zhang’s emails.

Furthermore, the meeting minutes for TWC's 2015 Emergency Shareholder Meeting (Exhibit B) clearly document Dr. Zhang as the President and director of TWC.

3. The purpose and outcome of the PA divorce case

Applicant refers to a case filed with the Chester County Court of Common Pleas in Pennsylvania ("PA divorce case") as "Legal Basis Number 1" of its Motion. This case is also repeatedly referred to in Applicant's Answer to Notice of Opposition. Given the importance Applicant ascribes to this case in defending its claims, the full Court Opinion and Order should have been entered as evidence. However, in Applicant's Exhibit 1 of its Answer to Notice of Opposition includes **only one of 13 pages** of the Court Opinion and Order, with the remaining 12 pages replaced with James Liu's own Closing Argument. Furthermore, Applicant misleadingly titled the Exhibit "PA Court Order issued on June 30, 2017 to deny Lixin Lilly Zhang's Petition and to grant James Liu's Motion, as filed," when in fact Applicant replaced the Court's Opinion with James Liu's own arguments. Doing so deliberately removed critical context so that Applicant could misrepresent the actual purpose and the Court decision for the PA divorce case. The complete Court Opinion and Order, a true and correct copy of which is attached hereto as Exhibit F, provides the full context in which the decision was

made. This plain attempt to deceive the USPTO and misconstrue a legal document suggests that all of Applicant's claims and purported evidence should be evaluated with great care.

Applicant falsely claims that Dr. Zhang filed her Petition to try "to regain what she gave up in the US business," when in fact, Dr. Zhang did not give anything up in the first place. As shown in the Court Opinion and Order (Exhibit F), the Petition was actually to enforce a 2013 Post Marriage Agreement ("2013 Agreement"), with which James Liu failed to comply. This 2013 Agreement included many terms regarding marital and business property. The Court Opinion and Order simply declares that the 2013 Agreement should be set aside for a lack of financial disclosure. It makes no ruling on business ownership. It does not state that James Liu has "full right to hold himself out as a sole director and chief officer," nor does it prevent Dr. Zhang from "acting on behalf of US Business to file this opposition," as Applicant misleadingly claimed in its Answer to Notice of Opposition. Moreover, whether or not Dr. Zhang is the majority shareholder is irrelevant to the matter at hand because there is no requirement that a director or officer must own stock in a company.

4. Validity of the 2012 Agreement

In "Legal Basis Number 1," Applicant attempts to use the January 24, 2012

agreement (“2012 Agreement”) as the basis for James Liu’s ownership of “the US Business.” Because the Court was not explicitly asked to rule on the 2012 Agreement, no legal judgment has been passed on this agreement. However, if the 2012 Agreement were to be ruled upon by a court, it would be rendered unenforceable as well because, just as with the 2013 Agreement, there were insufficient financial disclosures and it was also poorly written. The Court Opinion and Order on the 2013 Agreement states, regarding the multiple agreements signed between Dr. Zhang and James Liu, that

Each of these agreements was drafted and agreed to by the parties themselves, without any assistance from or input of legal counsel, and certain terms thereof are, at best, imprecise and, at worst, seemingly contradictory.

Moreover, the 2013 Agreement states that

On January 24, 2012, both James Zhou Liu & Lixin Lilly Zhang signed the Agreement to dissolve the marriage. Both parties now agree that the agreement is **null and void** (emphasis added).

This is clear indication that the 2012 Agreement is no longer valid. The Court only deemed the 2013 Agreement unenforceable, so the document itself can still serve as evidence that the parties agreed to nullify the 2012 Agreement.

B. There are disputes of material fact as to whether TWC was legally acquired by DNH and who the true owner of NASALCARE is.

TWC/Opposer was never sold to Applicant DNH. Applicant’s Exhibit 5 of

its Answer to Notice of Opposition asserting this false acquisition was fabricated. There is no documentation of the shareholders who participated, and as two of the shareholders affirm in their Affidavits, they never received notice of a shareholder meeting or vote related to this acquisition (Zhang Aff. ¶4, Zuo Aff. ¶4).

For the purpose of evidencing the chain of ownership of Opposer's Mark, Applicant has provided so many documents yet still has failed to provide an essential piece of legitimate evidence regarding the purported acquisition. This evidence should be in the form of legal documents signed by individuals with true authority to represent both the buying and selling companies. An acquisition should also have documentation of approval by shareholders and the Board of Directors. In fact, as the parent company, TWC was never sold to its subsidiary DNH, meaning that Applicant has no claim over Opposer's Mark.

C. Applicant's unethical and perjurious claims

Applicant's Answer to Notice of Opposition and associated Exhibits and Affidavits are full of innumerable false and defamatory claims and fabricated "evidence." Opposer chooses not to respond to each and every false claim here, so as to conserve the resources and time of the Trademark Trial and Appeal Board. James Liu has knowingly and willfully made these false statements on behalf of Applicant. These false statements are not only immaterial to the matter at hand but also violate the law and represent a misuse of federal resources and should be

punished under the Title 11 Crimes and Criminal Procedure Delaware Criminal Code.

IV. CONCLUSION

The foregoing paragraphs clearly show that there are critical issues of material fact in dispute in Applicant's motion. Therefore, DrNaturalHealing's motion for summary judgment should be denied.

Here, Opposer has proven that it is the rightful owner of Mark, and believes that summary judgment should be passed in its favor and DNH's Mark registration should be barred.

Furthermore, given the false and defamatory nature of Applicant's Answer, Motion, and Exhibits, including multiple false statements made as part of affidavits/declarations under penalty of perjury, Opposer respectfully requests that James Liu and DrNaturalHealing be punished and sanctioned.

Respectfully submitted

By /Lixin L. Zhang/ Date: December 28, 2017

Lixin Lilly Zhang, PhD
President and Director
TechWorld Corporation, Inc.
Opposer



DrNaturalHealing Inc.

111 McCoy Street, Milford, DE 19963, USA

Phone: 302-595-9307 Fax: 302-565-4424 Email: info@DrNaturalHealing.com

The Combined Affidavit

This agreement entered into this August 8, 2014 by and between TechWorld Corporation, Inc. and DrNaturalHealing, Inc.. Both companies are at the same business address of 111 McCoy Street, Milford, DE 19963. Both parties agree that:

NasalCare® is the US-PTO granted Trademark, U.S. Registration Number 3688173. This mark is sold by the original owner, TechWorld Corporation, Inc, to the new owner, DrNaturalHealing, Inc. for one US dollar (\$1.00). This ownership transfer is unconditional, and the new owner has all the right and benefits of owning and using the trademark as well as the full responsibility for defending, renewing/registering this trademark.

Fully understood and agreed by
The Selling Party
TechWorld Corporation, Inc.
111 McCoy Street
Milford, DE 19963

Fully understood and agreed by
The Buying Party
DrNaturalHealing, Inc.
111 McCoy Street
Milford, DE 19963

Signed by

James Z. Liu, MD, PhD
Director and President
Date: 11-24-2014

Signed by

James Z. Liu, MD, PhD
Director and CEO
Date: 11-24-2014

JANET RIVERA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Exp. June 5, 2015

SIGNATURE(S)

Declaration Signature

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that the facts set forth above are true; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Signature: /james z liu/ Date: 11/24/2014

Signatory's Name: James Z. Liu

Signatory's Position: President and CEO

Signatory's Phone Number: 302-265-2213

Submission Signature

Signature: /james z liu/ Date: 11/24/2014

Signatory's Name: James Z. Liu

Signatory's Position: President and CEO

Signatory's Phone Number: 302-265-2213

The signatory has confirmed that he/she is not represented by either an authorized attorney or Canadian attorney/agent, and that he/she is either (1) the owner or (2) a person(s) with legal authority to bind the owner of the registration; and if an authorized U.S. attorney or Canadian attorney/agent previously represented him/her me in this matter, either he/she has filed a signed revocation of power of attorney with the USPTO or the USPTO has granted the request of his/her prior representative to withdraw.

Serial Number: 77504998

Internet Transmission Date:

TEAS Stamp: USPTO/TRS-XX.XXX.XX.XX-20141124172656104

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Emergency Shareholder Meeting of TechWorld Corporation, Inc.

Date & Time: April 4, Saturday 3PM-5PM, 2015 (US/Eastern)

Place: Teleconference Dial-in: (712) 775-7031 Meeting ID: 231-872-613

Instructions:

At the scheduled date and time of the meeting, dial into the conference line. When prompted, enter the meeting ID followed by the pound key.

Invited Attendees: All TechWorld Corporation shareholders in alphabet order:

Chaoying He, James Liu, Shane Wang, Lixin Lilly Zhang, Jingyu Zhou and Weineng Zuo

Notice delivered by Chairman of the Board Directors and President Lixin Lilly Zhang via: Emails

The following shareholders attended the meeting:

Chaoying He (Representative of Minority Shareholders), Lixin Lilly Zhang, Weineng Zuo

Half of shareholders attended this meeting, and collectively attendees own more than 50% of TWC shares, therefore, this shareholder meeting met the quorum requirement.

IT IS RESOLVED:

1. Reassured the relationship of TechWorld Corporation in Nevada (TWC), DrNaturalHealing, Inc. and TechWorld Corporation in Delaware (TWC-DE):

- 1). TWC is the parent company of both DrNaturalHealing and TWC-DE.
(Note: the name of DrNaturalHealing was not consent by shareholders) .
- 2). TWC owns 100% of both DrNaturalHealing and TWC-DE.
- 3). TWC has never been sold to anyone.

2. On James Liu's misconducts

James Liu, as self-claimed CEO, has conducted several activities beyond his legal power and authority, and breached fiduciary duties and contracts. Those wrong doings include but not limited to the followings:

- 1) Forged TWC's president signature and opened a TWC bank account;
- 2) Secretly established another company, Base-Pair Pharmaceuticas, Inc. in March 2013, using TWC's subsidiary recourses without consent of TWC, of which TWC has no any interest;
- 3) Embezzled TWC's money several times to his online date mate;
- 4) Purchased mal-functional products from his brother's company which caused big business loss and damaged TWC's reputation;
- 5) Embezzled TWC's intellectual properties to his relatives;
- 6) Blocked Taide's product supply and caused damages of TWC's international sales and reputation;

- 7) Falsely accused Dr. Zuo while he was conducting business under TWC's president's direction for international business;
- 8) Illegally stripped shareholder's shares and repeatedly excluded the shareholder from communications with other shareholders;
- 9) Refused to provide financial information to shareholders upon the shareholders' request;
- 10) Illegally changed the name of TWC's subsidiary Techworld Medicals, Inc. to DrNaturalHealing without consent of TWC's board of directors or the shareholders;
- 11) Illegally claimed the parent company, TWC, was its wholly owned subsidiary company's subsidiary without consent of TWC's board of directors or the shareholders;
- 12) Posted false statement publically to support his unfair competition and destroy TWC's international business;
- 13) Provided false information to GS1 and requested transfer the ownership of TWC's product barcode to DrNaturalHealing, which has resulted in the suspension of TWC's product barcode and caused countless financial and reputation damages;
- 14) Hijacked Dr. Zhang's business email which has caused countless business loss and reputation damages;
- 15) Repeatedly violated shareholders' rights.

3. Decisions on James Liu's misconducts

Based on James Liu's wrong doings and his seriously breach of fiduciary duties, all shareholders at the meeting have voted to:

- 1) Immediately remove James Liu from TWC's Board of Directors;
- 2) Immediately remove James Liu from all his current management position within TWC and its subsidiaries;
- 3) Request James Liu return the embezzlement of \$35,050 with 10% annual interest that he took from TWC bank account and wired to his online dating girlfriend;
- 4) Request James Liu return the money that he has paid to his brother's company for the mal-functional products;
- 5) Request James Liu return all intellectual properties related to TWC's respiratory and vaginal cares with him as inventor or co-inventor, and the IP should be transferred to and registered under TWC if not yet, including but not limited to the following patents/patent applications that we have identified so far:

【申请号】 201220386247

【发明名称】 一种便携式洗鼻器

【申请人】 刘翰晨

【联系地址】 山东省济南市历下区经十一路 15 号皇冠山庄 4-1-302

【发明人】 刘翰晨、刘近周、刘近标

【申请日】 2012 年 8 月 7 日

【授权公告日】 2013 年 3 月 6 日

【申请号】 201220710248
【发明名称】 一种洁阴器
【申请人】 刘翰晨
【发明人】 刘翰晨、刘近周、刘近标
【申请日】 2012年12月21日
【授权日】 2013年6月5日
【公告号】 202961330U

【申请号】 201220710249
【发明名称】 一种阴道益生菌推动器
【申请人】 刘翰晨
【发明人】 刘翰晨、刘近周、刘近标
【申请日】 2012年12月21日
【授权日】 2013年6月5日
【公告号】 202961490U

【申请号】 201310090674
【发明名称】 一种女用益生菌滋养剂
【申请人】 刘近标
【发明人】 刘近标、刘近周、刘翰晨、张旋鹏
【申请日】 2013年3月21日
【公开日】 2013年6月12日

【申请号】 201310090675
【发明名称】 一种多功能女用复方洁疗配方
【申请人】 刘近标
【联系地址】 广东省深圳市罗湖区嘉宾路太平洋商贸大厦 B 座 709 室
【发明人】 刘近标、刘近周、刘翰晨、张旋鹏
【申请日】 2013年3月21日
【公开日】 2013年6月12日

- 6) Restore TWC's FDA registration information;
- 7) Inform GS1 to withdraw the request of transfer TWC's product barcode to its subsidiary Dr.NaturalHealing;
- 8) Hand out the controls of both TWC's website, www.techworldcorp.com, and NasalCare product website, www.nasalcleanse.com, and restore those websites;
- 9) Hand out the controls of toll free # 1-888-658-8108, business email, and business accounts;
- 10) Apologize to all shareholders.

4. On Dr. Weineng Zuo's legal cost

Dr. Zuo was false accused by Dr. Liu for intentional use of his credit card. The fact was that Dr. Zuo conducted business paid by Dr. Zhang's credit card, and it was to help to supply products to Chinese distributors when James Liu suddenly refused to supply the products. Since it was for TWC's business, Dr. Zuo's legal cost due to James Liu's false complain should be reimbursed by TWC and James Liu shall pay to TWC.

DATED, this 4th day of April 2015.



PRESIDENT and SECRETOARY: Lixin Lilly Zhang





IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

TECHWORLD CORPORATION, INC.,)
a Nevada Corporation,)
)
Plaintiff,)
) C.A. No.
v.)
)
JAMES Z. LIU,)
DRNATURALHEALING, INC.,)
a Delaware Corporation, and)
BASE-PAIR PHARMACEUTICALS, INC.,)
a Delaware Corporation,)
)
Defendants.)

COMPLAINT

Plaintiff TechWorld Corporation, Inc. states and alleges the following for its claims for relief against defendants James Z. Liu, DrNaturalHealing, Inc., and Base-Pair Pharmaceuticals, Inc.:

PARTIES AND JURISDICTION

1. TechWorld Corporation, Inc. (“TWC” or the “Company”) is a Nevada corporation with a principal place of business at 405 E. Marsh Lane, Newport Industrial Park, Newport, DE 19804. Plaintiff is controlled by Lixin Lilly Zhang, Ph.D. (“Dr. Zhang”), TWC’s majority owner.

2. Defendant James Z. Liu is a resident of the State of Delaware. Dr. Zhang and Mr. Liu were married for a number of years and are currently

participating in divorce proceedings. Mr. Liu was formerly a director and officer of TWC until 2015. Mr. Liu resides at 111 McCoy Street, Milford, DE 19963.

3. On September 21, 2009, Dr. Zhang and Mr. Liu formed Defendant DrNaturalHealing, Inc. (“DNH”) as a Delaware corporation under the name of TechWorld Medicals, Inc. On December 19, 2013, Mr. Liu unilaterally and without authorization changed TechWorld Medicals, Inc.’s name to DrNaturalHealing Inc. DNH’s current registered agent is James Z. Liu, located at 111 McCoy Street, Milford, DE 19963.

4. Defendant Base-Pair Pharmaceuticals, Inc. (“Base-Pair”) was formed as a Delaware corporation on or about March 22, 2013. Base-Pair’s registered agent and sole owner is James Z. Liu, located at 111 McCoy Street, Milford, DE 19963.

5. Jurisdiction is proper in this Court pursuant to 10 *Del. C.* § 541. The Court has personal jurisdiction over defendants because Mr. Liu is a resident of the state of Delaware and DNH and Base-Pair are Delaware corporations.

FACTUAL BACKGROUND

A. Formation of TechWorld Corporation, Inc.

6. TWC is a company engaged in the research, development, manufacture, and marketing of medical devices, over-the-counter drugs, and food supplements. TWC’s flagship products are the medical device NasalCare® Nasal Rinse Starter Kit and the ONE-OK® series of dietary supplements.

7. TWC was co-founded by Dr. Zhang and Mr. Liu on February 20, 2002, when TechWorld International, Inc., a company controlled by Dr. Zhang, acquired Bamboo Research, Inc., a company owned by Mr. Liu. The company was renamed TechWorld Corporation, Inc.

8. Since TWC's formation, Dr. Zhang has been working full time for the Company as its president and Chairman of the Board of Directors.

9. Dr. Zhang at all times relevant to this litigation has been and remains the majority shareholder of TWC. According to the Minutes of the Organizational Meeting of the Shareholders/Board of Directors of TechWorld Corporation, Inc., dated August 25, 2010 ("2010 Meeting Minutes"), Dr. Zhang holds a majority of TWC shares, with 700,000 shares of preferred stock (compared to Mr. Liu's 300,000), and 16,200 shares of common stock (compared to Mr. Liu's 7,220). The Meeting Minutes were signed by Mr. Liu, and forwarded by him to Dr. Zhang on October 3, 2010. See Exhibit A.

10. After TWC received the national "Best New Product" award in March 2010, its NasalCare® products were sold to a number of stores and hospitals throughout the United States, including CVS, Cardinal Health and other pharmacies. However, many of these customers closed their accounts with TWC as a result of Mr. Liu's misconduct described below.

11. To expand TWC's business beyond the United States and into the Asian markets, Dr. Zhang formed TWC's exclusive distributor and material supplier, Jiangsu Taide Pharma, Ltd ("Taide"), in China at the end of 2009. Since then, TWC has expanded into the Asian markets by collaborating with local corporations through Taide.

12. Beginning in August 2010, after he was fired by his previous employer in July 2010, Mr. Liu started working full time at TWC as a senior vice president and treasurer. Since the formation of TWC in 2002, he also served as one of its two directors, along with Dr. Zhang, and worked part-time as treasurer.

B. Mr. Liu's Tortious Interference With TWC's Business.

13. Mr. Liu began to convert and misappropriate TWC's assets in the U.S. after his brother, Jinbiao Liu, was paroled from prison in late 2011. As described in detail below, Mr. Liu also secretly created new companies in an effort to compete with TWC's exclusive product distributor and material supplier in China, Taide. He also slandered, defamed, and made false reports about TWC and Taide to the U.S. and Chinese authorities.

14. On March 22, 2013, Mr. Liu covertly established Defendant Base-Pair using TWC's fully owned subsidiary, TechWorld Medicals, Inc.'s address and resources, for the purpose of competing with TWC and its distributor. Attached hereto as Exhibit B is a true and correct copy of the Entity Details for

Base-Pair Pharmaceuticals, Inc. from the Delaware Division of Corporations website.

15. In order to remove Dr. Zhang as an obstacle to Mr. Liu's improper actions, on April 9, 2013, Mr. Liu wrote a false letter in which he declared himself "CEO of TechWorld Medicals, Inc." and stated that he "fired" Dr. Zhang based on a Post-Marital Agreement. See Exhibit C. This Post-Marital Agreement has been ruled invalid by a Pennsylvania court. Mr. Liu did not and does not have the authority to fire Dr. Zhang, the president, director, and majority shareholder of both the holding company TWC and its subsidiary TechWorld Medicals, Inc.

16. On July 4, 2013, Mr. Liu used Base-Pair as the sole shareholder to covertly register another entity called Suzhou Base-Pair Pharmaceuticals, Inc. ("Suzhou Base-Pair") in China with five million dollars (\$5M USD) as registration capital. Public records in China identify Mr. Liu as president and director, his paroled brother Jinbiao Liu as the general manager, and Base-Pair as the sole shareholder of Suzhou Base-Pair.

17. TWC's shareholders were not aware that Base-Pair or Suzhou Base-Pair existed until Mr. Liu suddenly blocked the supply of NasalCare® to Taide in April 2014. Upon further investigation, TWC discovered that Mr. Liu and his brother, through Suzhou Base-Pair, conspired to sell TWC's NasalCare® products at a much lower price to compete with TWC's affiliate distributor, Taide. Further,

Mr. Liu illegally and intentionally mislabeled the medical products as “sea salt” to avoid customs duties and taxes from both the U.S. and China in order to bypass the regulation of medical products by both the U.S. FDA and Chinese authorities.

18. In order to promptly provide products to TWC’s distributor and continue conducting business in China, Dr. Zhang had to quickly register TWC in Delaware in May 2014 and rent a new facility in the Newport Industrial Park in Delaware. This action was taken with the consent of the TWC shareholders.

19. After Mr. Liu attempted to block TWC’s supply of its products to Taide, he began to take actions to undermine the legitimacy of TWC, as described below:

(a) In March 2015, Mr. Liu fraudulently transferred TWC’s federal employer identification number and its FDA registration number to DNH without TWC’s director or shareholders’ consent. This transfer was completed without notice to any of TWC’s shareholders. This fraudulent transfer made TWC’s normal international business appear “illegal” and caused substantial damage to TWC. For example, this fraudulent transfer caused TWC’s imported material supplies to be held by the United States Customs and Border Protection from October 2015 until August 2016 with direct warehouse and transportation costs of \$9329.01, as well as significant indirect business losses, including but not limited to significant delay of delivering purchase orders, layoff of production

workers, reputation damages, and incurred time and resource expenses to rectify Mr. Liu's fraudulent conduct.

(b) Mr. Liu fabricated a document, dated March 4, 2015, to falsely claim that DNH "acquired" TWC, therefore supporting his fraudulent actions of transferring TWC's federal employer identification number and FDA registration number as above. Attached hereto as Exhibit D is a true and correct copy of a so-called "voting result." Mr. Liu has recently submitted this false document to the USPTO in an effort to prove that DNH acquired TWC.

(c) Mr. Liu made false reports to U.S. Homeland Security and the Food and Drug Administration after failing to block TWC's product supplies to Taide. In March 2015, these agencies conducted investigations which resulted in findings that Mr. Liu's reports were groundless.

(d) Mr. Liu made a fraudulent report to Delaware law enforcement on or about May 19, 2016 which purported to make TWC's international business appear "illegal."

20. Mr. Liu not only falsely authorized his solely-owned company Suzhou Base-Pair to sell TWC's products in China without the Company's authorization, but he also falsely promoted his company as the managing company of a so-called "Asian Distribution Center" of TWC's products in China. Attached

hereto as Exhibit E is a true and correct copy of Mr. Liu's Letter of Authorization submitted to Alibaba.com and Taobao.com, dated May 18, 2015.

21. In addition, Mr. Liu made false statements to Chinese retailers and made false reports to Chinese authorities accusing Dr. Zhang and TWC's exclusive distributor, Taide, of selling bad quality and fake NasalCare® and ONE-OK® products in China.

22. In addition to the above, Mr. Liu tortiously interfered with TWC's business by, among other things, taking the following actions:

(a) Purchasing large quantities of defective product supplies from his brother's company in China, which caused significant business losses and product returns from CVS and other stores, along with customer accounts being closed. This also blatantly disregarded the agreement that Taide be the exclusive material supplier of TWC;

(b) Misappropriating TWC's key technology secrets and patents to his Chinese companies and his brother in order to compete with TWC's business in China;

(c) Posting false information on TWC's website (www.techworldcorp.com) to falsely claim that TWC was "acquired" by DNH. Mr. Liu further defamed TWC's Chinese distributor, Taide, creating confusion amongst TWC's international distributors, and incurring significant business

losses from 2015 to the present. Attached hereto as Exhibit F is a true and correct copy of information from www.techworldcorp.com, captured September 18, 2017. After Mr. Liu refused to remove the false information from the Company's website, TWC was forced to incur the costs associated with designing and registering a new website domain;

(d) Hijacking Dr. Zhang's business email address from May 5, 2014 to the present, as well as for a period in November 2013, which has caused confusion and business damages, and forced Dr. Zhang to stop using that business email address;

(e) Fabricating a number of TWC's meeting minutes and documents, including but not limited to fabricating "buy sell agreements" and "meeting minutes" to falsely claim that TWC sold its NasalCare® trademark to DNH. Attached hereto as Exhibit G is a true and correct copy of the Combined Affidavit, submitted by Mr. Liu to the United States Patent and Trademark Office ("USPTO"), showing the fabricated sale of the NasalCare® trademark to DNH;

23. Moreover, by letter dated March 20, 2015, Mr. Liu wrote to GS1 US, Inc., the leading registrant for UPC codes, to improperly request a transfer of TWC's product barcode Prefix No. 851107000 ("Company Prefix") to DNH. According to GS1 US's response letter dated March 27, 2015, Mr. Liu falsely represented to GS1 US that "TWC sold its assets to DrNaturalHealing, Inc. and

agreed to transfer the Company Prefix in connection with that asset sale.” Dr. Zhang, on behalf of TWC, promptly contacted GS1 US to dispute Mr. Liu’s misrepresentations. As a result, GS1 US suspended the product barcode Prefix and directed both TWC and DNH not to utilize the Company Prefix. *See* letter dated March 27, 2015 and email dated April 14, 2015, a true and correct copy of which is attached hereto as Exhibit H. This has caused TWC significant business losses because when products were scanned at checkout and their barcodes did not work, those products could not be sold. However, upon information and belief, Mr. Liu illegally transferred the Company Prefix to DNH and fraudulently uses the Company Prefix under DNH’s name in China to the detriment of TWC’s exclusive distributor.

24. On April 4, 2015, as a result of Mr. Liu’s misconduct, he was removed as a director and officer of TWC and its subsidiaries at an emergency shareholder meeting. Attached hereto as Exhibit I is a true and correct copy of the minutes of the Emergency Shareholder Meeting of TWC, dated April 4, 2015. Soon after Mr. Liu was fired, he filed three meritless lawsuits to retaliate against the shareholders who attended the shareholder meeting and voted him out. His bad faith actions not only caused losses to TWC and damaged Dr. Zhang and other shareholders, but they also abused and wasted judicial resources.

25. Since Mr. Liu's removal as director and officer of TWC, he has continued to take actions purportedly on behalf of TWC without authority or approval. For example, Mr. Liu unilaterally and without authorization fraudulently amended TWC's director and officers list with the Nevada State website. Mr. Liu unilaterally replaced Dr. Zhang's and other officer's names with his name. Mr. Liu has done so on multiple occasions, most recently on December 4, 2017. TWC has incurred time and expense to rectify this unauthorized conduct.

26. Further, on January 7, 2017, Mr. Liu submitted a response to the USPTO's denial of his prior attempt to register TWC's NasalCare® trademark to DNH. Attached hereto as Exhibit J is a true and correct copy of Mr. Liu's response to the USPTO, dated January 7, 2017. In his bad faith application, Mr. Liu made various material misrepresentations, including allegations that he "solely founded" TWC. Further, Mr. Liu falsely held himself out as the CEO of both DNH and TWC, and falsely stated that "TWC was acquired by DrNaturalHealing, Inc." and is "the subsidiary of DNH". As a result, TWC has now incurred fees, time and expenses to oppose this meritless and fraudulent application.

27. In addition, in 2017, Mr. Liu made a knowingly and intentionally false report with China's General Administration of Customs, alleging that TWC's ONE OK® products had been recently shipped to China without his authorization and were defective. Mr. Liu falsely claimed to the China Customs office that he

was the owner and legal representative of TWC. Although the shipment was released after true documentation was provided to the Customs office, TWC had to needlessly incur time and resources to correct Mr. Liu's fraudulent conduct.

28. In July 2017, a customer of Taide forwarded Mr. Liu's letter addressed to the China Food and Drug Administration ("CFDA") to request "Cancellation of Authorization to Jiangsu Taide Pharma for Distributing 5 ONE-OK® Products." In the letter, Mr. Liu falsely held himself out as TWC's "Founder & CEO" and falsely accused Taide and Dr. Zhang of "cheating the US and China governments, and in harming thousands of consumers in China." A true and correct copy of this letter from Mr. Liu addressed to CFDA is attached hereto as Exhibit K. As a result of Mr. Liu's fraudulent statements contained in this letter, CFDA investigated Taide in 2016 and determined that the issues reported by Mr. Liu were not true. This case was closed, but both TWC and its distributor Taide have incurred significant time and expense to rebut Mr. Liu's false assertions. In addition, Mr. Liu falsely authorized another Chinese company to be the exclusive distributor of TWC's products to unfairly compete with TWC's exclusive distributor, Taide. A true and correct copy of this "Letter of Authorization" signed by James Z. Liu with fake titles of TWC's "founder, president and CEO" and dated on October 18, 2016 is attached hereto as Exhibit L.

29. On September 22, 2017, TWC filed a lawsuit against defendants in the Delaware Court of Chancery alleging, among other things, breach of fiduciary duty claims. Because the Court made preliminary comments during a TRO hearing that Plaintiff would likely not succeed on the breach of fiduciary duty claims because the allegations against Mr. Liu allegedly took place after he was fired as an officer of the Company, TWC dismissed its Chancery Complaint and is filing a Complaint in the Superior Court for damages for its legal claims.

30. On October 10, 2017, after the Chancery Complaint was filed and on the eve of the TRO hearing, Mr. Liu filed with the Court of Chancery an unauthorized Action by Written Consent of Shareholder of TechWorld Corporation, Inc. See Exhibit M. The Consent is not effective because Mr. Liu does not hold a majority of shares in TWC. There has been no transfer of TWC shares from Dr. Zhang to Mr. Liu, no meeting minutes or any other legitimate Company documents reflecting the transfer of such shares.

COUNT I
(Tortious Interference With Current and Prospective Contractual Relations)

31. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

32. Mr. Liu has intentionally and knowingly interfered with Plaintiff's economic and business relationships with its customers and prospective customers. Mr. Liu was clearly aware that in order for TWC to conduct business in China,

TWC's distributor needed 4 essential elements. Mr. Liu intentionally and knowingly destroyed all of them as outlined below:

(a) The FDA export certificates of TWC's products. Mr. Liu provided fake FDA certificates to Dr. Zhang, and later falsely accused her of altering FDA certificates;

(b) The China FDA import certificates of TWC's products. Mr. Liu made false reports to China FDA to suspend TWC's certificate of the NasalCare® product in order for him to re-file an application for the certificate of the same product without naming TWC as the owner of the product certificate;

(c) TWC-made products. Mr. Liu blocked the supply of TWC's products to its exclusive distributor and made false reports to China FDA and defamed TWC's distributor for selling harmful, defective products;

(d) TWC's marketing support. Without TWC's authorization, Mr. Liu posted false information on TWC's website to defame TWC's distributor. TWC's website previously listed product information indicating that TWC's products are made by TWC in the US, which helped to support TWC's sales in China. However, Mr. Liu removed this product information which harmed TWC's distributor.

33. Mr. Liu has intentionally and knowingly violated the agreement that Taide is TWC's exclusive product distributor and material supplier. In addition,

Mr. Liu covertly purchased large quantities of product parts/supplies from his brother's company in China, not Taide. These product parts/supplies were defective, which caused significant business losses and product returns from CVS and other stores, along with customer accounts being closed.

34. Moreover, Mr. Liu wrongfully attempted to transfer ownership of the NasalCare® trademark and the TWC product barcode Prefix to DNH without authority to do so, thereby causing damage to TWC's relationships with its customers. Mr. Liu transferred TWC's Federal Employer Identification number to DNH, causing TWC's imports to appear to be made "illegally without authorization", which resulted in material supplies being placed on hold for approximately ten months.

35. Mr. Liu has engaged in this conduct without authority or justification.

36. Mr. Liu's actions have seriously interfered with current customers and potential customers of TWC's.

37. As a consequence of the foregoing, Plaintiff has suffered and will continue to suffer significant harm and loss including irreparable harm to its goodwill. As relief for this harm, Plaintiff is entitled to an award of damages in an amount to be determined at trial. Plaintiff also is entitled to punitive damages as a result of Defendants' willful and malicious misconduct.

COUNT II
(Conversion)

38. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

39. The NasalCare® trademark and the Company Prefix are assets of TWC.

40. Mr. Liu had no authority to attempt to transfer, or in fact transfer, the NasalCare® trademark and the Company Prefix from TWC to DNH.

41. Mr. Liu had no authority to attempt to reverse the parent-subsiary relationship between TWC and DNH by making this fraudulent acquisition.

42. TWC has suffered damages as a result of Mr. Liu's misconduct, in an amount to be determined at trial. Plaintiff also is entitled to punitive damages as a result of Defendants' willful and malicious misconduct.

COUNT III
(Misappropriation of Trade Secrets against Mr. Liu)

43. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

44. The intellectual property, know-how, and customer lists of TWC constitute trade secrets that are subject to protection.

45. Mr. Liu knowingly transferred (or attempted to transfer) such information to his co-Defendants, his brother, and his nephew without the authority to do so.

46. This information is a compilation of information that derives independent economic value, actual or potential, by not being accessible, through proper means, to competitors, who can gain an unfair commercial advantage and profit from its explicit and/or implicit and/or intentional and/or inevitable disclosure or use.

47. TWC has undertaken efforts that are reasonable and adequate measures under the circumstances to maintain the valuable nature and secrecy of this information. As one of the co-founders, co-inventor and former manager, Mr. Liu had full access to all of TWC's trade secrets. The foregoing conduct of Defendants constitutes an actual, planned, and/or inevitable misappropriation and misuse of TWC's confidential, trade secret information, without authorization. By this misconduct, Defendants have violated (and continue to violate) the Delaware Uniform Trade Secrets Act, 6 *Del. C.* § 2001 *et seq.*

48. As a consequence of the foregoing, TWC has suffered and will continue to suffer harm and loss. As relief for this harm, Plaintiff is entitled to an award of damages in an amount to be determined at trial, including but not limited to damages pursuant to 6 *Del. C.* § 2003(a). In addition, Defendants' willful and

malicious misappropriation of TWC's trade secrets entitles TWC to exemplary damages pursuant to 6 *Del. C.* § 2003(b).

WHEREFORE, Plaintiff respectfully requests that the Court enter a final order and judgment:

A. Entering a money judgment against Defendants, and in favor of Plaintiff, in an amount to be determined, plus pre-judgment interest, and costs;

B. Awarding punitive damages in Plaintiff's favor, and against Defendants;

C. Awarding exemplary damages in Plaintiff's favor, and against Defendants, pursuant to 6 *Del. C.* § 2003(b);

D. Awarding Plaintiff the costs and expenses (including attorneys' fees) incurred in prosecuting this action; and

E. Granting Plaintiff such other or further relief as the Court deems just and appropriate.

WILKS, LUKOFF & BRACEGIRDLE, LLC

/s/ Andrea S. Brooks

Thad J. Bracegirdle (#3691)

Andrea S. Brooks (#5064)

4250 Lancaster Pike, Suite 200

Wilmington, DE 19805

(302) 225-0850

Counsel for Plaintiff

Dated: December 27, 2017



EXHIBIT A

Subject: Meeting Minutes
From: James Liu (jamesliu@techworldcorp.com)
To: lillyzhang@techworldcorp.com;
Date: Sunday, October 3, 2010 12:22 PM

Dear Dr. Zhang,

Attached is the signed meeting meeting for our 2010 meeting of the Board of Directors and Shareholders.

Best regards,

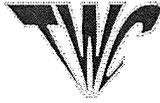
James Liu, MD, PhD
Senior Vice President
TechWorld Medicals, Inc.

501 Trestle Place
Downingtown, PA 19335
Ph: 610-873-2952
Fx: 610-873-2961
Direct Line: 484-678-4060
www.nasalcleanse.com

NasalCare® Nasal Irrigation Product - Winner of the "Best New Product" Award at 2010 ECRM Cough, Cold & Allergy Conference. Breathe Better with NasalCare!

Attachments

- Meeting-Minute-2010-08-25.pdf (63.68KB)



TechWorld Corporation, Inc.

2235 E Flamingo Road, Suite 201G, Las Vegas, NV 89119
Tel: (888) 658-8108 Fax: (610) 873-2952 Email: info@techworldcorp.com

MINUTES OF
THE ORGANIZATION MEETING OF THE SHAREHOLDERS/BOARD OF
DIRECTORS OF

TECHWORLD CORPORATION, INC.

A Nevada Corporation

The Organization Meeting (Director's Meeting), convened on the day of August 25, 2010, located at 721 E. Lancaster Avenue, Downingtown, PA 19335.

The following Directors were present: Lixin Lilly Zhang and James Zhou Liu

Lixin Lilly Zhang was appointed temporary Chairman, and James Zhou Liu was appointed temporary Secretary, each to serve until the close of the meeting.

RESOLVED: It is the same as last year that the shares of the Corporation issued to the named individuals below, in the amount stated for cash, services or property:

<u>Shareholder</u>	<u>Shares</u>	<u>Type</u>	<u>Issued For</u>	<u>Voting/Non-Voting</u>
Lixin Lilly Zhang	700,000	Preferred	Property/Service	Voting
James Z. Liu	300,000	Preferred	Property/Service	Voting
Lixin Lilly Zhang	16,200,000	Common	Property/Service	Voting
James Z. Liu	7,220,000	Common	Property/Service	Voting
Weineng Zuo	250,000	Common	Service	Voting
Peter C He	200,000	Common	Cash/Service	Voting
Shane Shu Wang	130,000	Common	Cash/Service	Voting

The Chairman then stated that nominations were in order for election of Directors of the Corporation to hold office until the next annual Meeting of Shareholders and until their successors shall be elected and shall qualify.

The followings were nominated as Directors of the Corporation:

Lixin Lilly Zhang
James Zhou Liu

Nominations were closed and a vote was taken. After the vote was counted, the chairman announced that the named nominees were elected as Directors of the Corporation:

Lixin Lilly Zhang
James Zhou Liu

The Secretary then presented a proposed set of By-laws for regulation and management of the Corporation. The proposed By-laws were read to the meeting, considered and upon motion duly made, second and carried, were adopted as the By-laws of the Corporation and ordered appended to the minutes of the meeting.

The Chairman then stated that this meeting would be considered the Regular Annual Meeting of Directors and the newly elected Directors would assume the responsibility immediately in order to organize the corporation to transact business.

The Chairman of the meeting then called for the election of Officers of the Corporation. The following persons were nominated to the office following respective names:

Lixin Lilly Zhang, President
James Zhou Liu, Sr. Vice President, Secretary, Treasurer
Weineng Zuo, Vice President, Production & Quality Control
Peter C.Y. He, Chief Medical Officer
Shane Shu Wang, Chief Technology Officer

No further nominations being made the nominations were closed and the Director proceeded to vote on the nominees. The Chairman announced that the foregoing nominees were elected to the offices following their respective names:

Lixin Lilly Zhang, President
James Zhou Liu, Sr. Vice President, Secretary, Treasurer
Weineng Zuo, Vice President, Production & QC
Peter C.Y. He, Chief Medical Officer
Shane Shu Wang, Chief Technology Officer

Upon motion duly made, seconded and carried, the following RESOLUTIONS were adopted:

BE IT RESOLVED that CHQ Incorporated, 2235 E. Flamingo Road, Suite 201G, Las Vegas, NV 89119, is appointed Resident Agent of this Corporation and authorized to discharge the duties of Resident Agent.

IT IS FURTHER RESOLVED that the List of Officers, Director and Agent sent to the Nevada Secretary of State is hereby adopted and resolved, and that the Secretary shall supply a copy of the List of Officers and Directors to the Resident Agent.

IT IS FURTHER RESOLVED that the Secretary will supply the Resident Agent with a copy of the Corporation's By-laws and a stock ledger statement to be kept on file as required by Nevada state law (in the event it has not been accomplished).

IT IS FURTHER RESOLVED that the Treasurer of the Corporation be and hereby is authorized to pay all fees and expenses incident to, necessary, or arising out of the organization of the Corporation and to reimburse any person who has made any disbursement therefore.

Upon motion duly made, second and carried, it was:

IT IS FURTHER RESOLVED that the fiscal year of the corporation shall end on the 31st day of December and shall begin on the 1st day of January in each year.

IT IS FURTHER RESOLVED that an office of the CHQ Incorporated, 2235 E. Flamingo Road, Suite 201G, Las Vegas, NV 89119, and that the meetings of the Board of Directors from time to time may be held either at the principal office or at such other place as the Board of Directors shall for time to time order.

IT IS FURTHER RESOLVED that the proper officers of the Corporation are hereby authorized and directed to make and file such certificates, reports, or other instruments that may be required by law to be filed in any state to authorize the corporation to transact business in each state.

IT IS FURTHER RESOLVED that the President and Treasurer be, and hereby is, authorized to maintain the opened a bank account on behalf of the Corporation with Citizens Bank of Pennsylvania, and open another bank account in the other states as the new business needed, and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

IT IS FURTHER RESOLVED that the Secretary maintains the corporate seal, a copy of each stock certificate, the corporate record book and the stock transfer ledger.

IT IS FURTHER RESOLVED that the operational branch company – TechWorld Medicals, Inc. has been registered in the State of Pennsylvania and Delaware, and Lilly Zhang shall continue to serve as the President.

IT IS FURTHER RESOLVED that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of this Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

IT IS FURTHER RESOLVED that this Corporation may adopt a Healthcare Reimbursement Plan for the officers, employees and other specified individuals, and a resolution for that purpose shall be appended to the minutes of the meeting.

IT IS FURTHER RESOLVED that this Corporation will keep the retirement account (401K) for each officer with TD Waterhouse Investor Services, Inc. continues in 2011.

Upon motion duly made, second and carried, it was:

IT IS FURTHER RESOLVED that the Corporation continues to carry on the business for which it was incorporated.

IT IS FURTHER RESOLVED that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories. There is no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

DATED, this August 25, 2010.



SECRETARY: James Z. Liu

EXHIBIT B

EXHIBIT C



TechWorld Medicals, Inc.

111 McCoy Street, Milford, DE 19963, USA
Tel: 302-595-9307 Fax: 302-565-4424 Email: info@techworldcorp.com

April 9, 2013

Lixin Lilly Zhang, PhD
江苏泰德医药有限公司董事长
药城大道一号 G09, 江苏 泰州市, China

Dear Dr. Zhang,

Due to your serious wrong doings after we co-signed the Post-Marriage Agreement, I must fix these problems directly originated and caused by you.

1. After signing the Post-Marriage Agreement, you have no more management authority in North America. You cannot act on behalf of the US business to open any new bank account. However, you did and did it wrongly after the US business relocated from Pennsylvania to Delaware. This is a clear breach of the signed agreement.
2. You mistakenly treated the international business as an independent business operation. In fact and by law, the international business is part of the US business. The US business exports these products to the international market. Without my notification, you repeatedly sold the US products to Singapore and got paid to your privately opened independent bank account. Clearly, this is a wrong doing, and did it repeatedly.
3. There are so many demanding business communications and tasks between the US business and the exporters in the international markets. You failed times and times again in managing these critical tasks. The US business management team members have to take care of these tasks. These facts clearly indicate that you are doing a poor job in managing the international business.

To stop the current and prevent any further damages of the US business caused by you, I must make a decisive management decision by removing you from the position in managing the international business. This change becomes effective immediately. The inappropriately opened business bank account with PNC bank must be closed within seven (7) days after you come back to USA. If you challenge my authority, you should read Section 8 of the co-signed agreement on January 28, 2013.

Sincerely,

A handwritten signature in cursive script, appearing to read 'J. Liu', is written in black ink.

James Liu, MD, PhD
Chief Executive Officer

EXHIBIT D

**SHAREHOLDERS of
TECHWORLD CORPORATION, INC.**
A Nevada Corporation

Voted to be acquired by

DRNATURALHEALING, INC.
A Delaware Corporation

In responding to the Board's decision documented on February 25, 2015 about this acquisition, all shareholders expressed their opinions by today. Below is the voting result:

Agreed for the acquisition: 24,546,375 shares, or 98.19% shares voted for Yes.

Objected the acquisition: 0 shares voted for No.

Not agreed nor objected: 453,625 shares, or 1.81% shares, not voted Yes or No.

Based on the voting result, the acquisition becomes effective today.

New stock certificates of the shares of DRNATURALHEALING, INC. will be issued to each of shareholders to replace the stock certificates issued by TECHWORLD CORPORATION, INC. on a share-for-share replacement basis.

DATED, this 4th Day of March, 2015.

On behalf of all shareholders,

Signed by James Liu, a shareholder



Director
Chairman of the Board
TECHWORLD CORPORATION, INC.

EXHIBIT E



TechWorld Corporation, Inc.

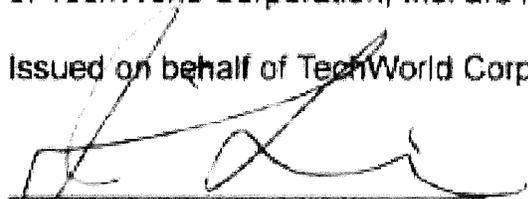
111 McCoy Street, Milford, DE 19963, USA
Tel: (302) 265-2213 Fax: (302) 565-4424 Email: info@techworldcorp.com

Certificate of US-FDA Registered Products

To Alibaba.Com and Taobao.com:

TechWorld Corporation, Inc. is a branch of DrNaturalHealing, Inc., and DrNaturalHealing Inc. sells NasalCare and other products in Alibaba network worldwide with a log in ID info@drnaturalhealing.com, also sells in Alibaba branch <http://basepair.taobao.com> by our Asian Distribution Center managed by Suzhou BasePair Pharmaceuticals. All products sold by DrNaturalHealing, Inc. or TechWorld Corporation, Inc. are registered with US FDA.

Issued on behalf of TechWorld Corporation, Inc.


James Z. Liu, MD, PhD
Founder and CEO

Date: May 18, 2015

中国阿里巴巴、淘宝网有关负责人：女士们、先生们：

美国泰克沃德股份有限公司是美国自然康复医药股份有限公司的子公司。美国自然康复医药股份有限公司在阿里巴巴网站开户用 info@drnaturalhealing.com 向全世界出售鼻腔护理产品（NasalCare），并在贵公司的淘宝网上出售 <http://basepair.taobao.com> NasalCare 系列产品，具体业务由苏州百透派尔制药有限公司管理，因为苏州百透派尔制药有限公司是本公司在亚洲的仓储分拣中心。本公司的母公司和子公司所制造的产品都是在美国 FDA 注册的医疗器械。

特此证明。


刘近周博士，资深临床研究员
泰克沃德股份有限公司创始人、执行总裁
jamesliu@techworldcorp.com

2015年5月18日

EXHIBIT F

Page One

DrNaturalHealing, Inc. and Its Subsidiary TechWorld Corporation, Inc.

美国 TECHWORLD Corporation Inc. (TWC) 由 Dr. James Liu 于1998 年创建, TWC 没有在中国设立子公司。TWC于2015年4月被美国DrNaturalHealing Inc. 收购合并, 是美国 DrNaturalHealing Inc. 的子公司. DrNaturalHealing 公司主要从事多功能医疗器械, 非处方药物、复合营养素, 和多功能营养配方奶产品的研究开发, 公司总部设在美国 Delaware。公司的宗旨是向消费者提供质高价适的产品以维护身体健康和保障幸福生活。

Please email: info@techworldcorp.com

Info@DrnaturalHealing.com

April 18, 2017

Hello World!

Welcome to TechWorld Corporation, Inc. (TWC)!

TWC was founded by Dr. James Liu in the State of Nevada in 1998. TWC was acquired by DrNaturalHealing, Inc. in April 2015. DrNaturalHealing, Inc. was also founded by Dr. James Liu.

TWC did not have a branch in China.

江苏泰德医药科技有限公司不是美国TWC的子公司, 而是姐妹两人的家庭私人公司。她们的任何非法经营与美国TWC公司无关。

Please contact Dr. James Liu for clarification. Thank you.

Jamesliu@techworldcorp.com

Info@drnaturalhealing.com

April 18, 2017 / 1 Comment

[techworldcorp.com Blog](#) / Proudly powered by [WordPress](#)

EXHIBIT G



DrNaturalHealing Inc.

111 McCoy Street, Milford, DE 19963, USA

Phone: 302-595-9307 Fax: 302-565-4424 Email: info@DrNaturalHealing.com

The Combined Affidavit

This agreement entered into this August 8, 2014 by and between TechWorld Corporation, Inc. and DrNaturalHealing, Inc.. Both companies are at the same business address of 111 McCoy Street, Milford, DE 19963. Both parties agree that:

NasalCare® is the US-PTO granted Trademark, U.S. Registration Number 3688173. This mark is sold by the original owner, TechWorld Corporation, Inc, to the new owner, DrNaturalHealing, Inc. for one US dollar (\$1.00). This ownership transfer is unconditional, and the new owner has all the right and benefits of owning and using the trademark as well as the full responsibility for defending, renewing/registering this trademark.

Fully understood and agreed by
The Selling Party
TechWorld Corporation, Inc.
111 McCoy Street
Milford, DE 19963

Fully understood and agreed by
The Buying Party
DrNaturalHealing, Inc.
111 McCoy Street
Milford, DE 19963

Signed by

James Z. Liu, MD, PhD
Director and President
Date: 11-24-2014

Signed by

James Z. Liu, MD, PhD
Director and CEO
Date: 11-24-2014

JANET RIVERA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Exp. June 5, 2015

SIGNATURE(S)

Declaration Signature

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that the facts set forth above are true; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Signature: /james z liu/ Date: 11/24/2014

Signatory's Name: James Z. Liu

Signatory's Position: President and CEO

Signatory's Phone Number: 302-265-2213

Submission Signature

Signature: /james z liu/ Date: 11/24/2014

Signatory's Name: James Z. Liu

Signatory's Position: President and CEO

Signatory's Phone Number: 302-265-2213

The signatory has confirmed that he/she is not represented by either an authorized attorney or Canadian attorney/agent, and that he/she is either (1) the owner or (2) a person(s) with legal authority to bind the owner of the registration; and if an authorized U.S. attorney or Canadian attorney/agent previously represented him/her in this matter, either he/she has filed a signed revocation of power of attorney with the USPTO or the USPTO has granted the request of his/her prior representative to withdraw.

Serial Number: 77504998

Internet Transmission Date:

TEAS Stamp: USPTO/TRS-XX.XXX.XX.XX-20141124172656104

423-3688173-20141124170700301079-N/A-N/A

-20141124170700301079

EXHIBIT H



Thomas B. Fiddler

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395
Direct 215.864.7081 | Fax 215.789.7564
fiddlert@whiteandwilliams.com | whiteandwilliams.com

March 27, 2015

BY E-MAIL AND FIRST CLASS MAIL

james.liu@drnaturalhealing.com

James Z. Liu, MD Ph.D.
TechWorld Corporation, Inc.
111 McCoy Street
Milford, DE 19963

zhanglilly@yahoo.com

Lilly Zhang
TechWorld Corporation, Inc.
721 E. Lancaster Avenue
Downingtown, PA 19335

RE: GS1 US, Inc. Company Prefix No. 851107000

Dear Mr. Liu and Ms. Zhang:

This firm represents GS1 US, Inc. with respect to Dr. Liu's request to transfer Company Prefix No. 851107000 (the "Company Prefix") from TechWorld Corporation, Inc. to DrNaturalHealing, Inc. By letter dated March 20, 2015, Dr. Liu represented to GS1 US that TechWorld sold its assets to DrNaturalHealing, Inc. and agreed to transfer the Company Prefix in connection with that asset sale. By e-mail dated March 23, 2015, Ms. Zhang represented to GS1 US that she is the President of TechWorld; DrNaturalHealing is a subsidiary and not a separate company; and the Company Prefix should not be transferred. Ms. Zhang's e-mail further represents that she and Dr. Liu are married but in the process of divorcing and that there are issues between them concerning the assets of TechWorld and/or DrNaturalHealing.

Because of the dispute over whether TechWorld or DrNaturalHealing has the right to use the Company Prefix, GS1 US has suspended the Company Prefix. As a result, neither TechWorld nor DrNaturalHealing may utilize the Company Prefix pending GS1 US's investigation of the facts and circumstances surrounding these competing claims. Continued use of the Company Prefix by both companies can potentially cause supply-chain problems and/or cause damages.

The Company Prefix will remain suspended until such time that (1) the parties agree in writing which company has the legitimate right to use the Company Prefix, (2) a court of competent jurisdiction issues a valid order determining which party has the legitimate right to use the Company Prefix, or (3) GS1 US in its sole and exclusive discretion determines that one of the parties has clearly established the right to the Company Prefix. Also, please keep in mind that all

James Z. Liu, MD Ph.D.
Lilly Zhang
March 27, 2015
Page 2

transfers, even those agreed to between the parties or ordered in a lawsuit between the parties must comply with GS1 US's conditions and restrictions.

During the time period in which the Company Prefix is suspended, you may license another company prefix from GS1 US through regular channels.

If you have any questions, please feel free to contact me.

Very truly yours,

WHITE AND WILLIAMS LLP



Thomas B. Fiddler

TBF:vl

cc: Ruchi Datta, Esquire, Vice President and General Counsel

Subject: GS1 US, Inc. Company Prefix No. 851107000 [WWW-PHLDMS1.FID3122706]
From: Fiddler, Thomas (Fiddlert@whiteandwilliams.com)
To: james.liu@drnaturalhealing.com; zhanglilly@yahoo.com;
Cc: rdatta@gs1us.org;
Date: Tuesday, April 14, 2015 3:15 PM

Dr. Liu and Dr. Zhang:

I have reviewed the information that both of you have submitted in support of your respective positions concerning Dr. Liu's request to transfer Company Prefix No. 851107000 from TechWorld Corporation, Inc. to DrNaturalHealing, Inc. Based on that information, it appears that the dispute over this transfer request is fundamentally a dispute over the ownership and control of TechWorld that must be resolved by the parties or a court. For this reason, GS1 US will maintain its hold on this Company Prefix as described in my March 27, 2015 letter. I remind you that both parties have the ability to license a new company prefix if one is needed during the pendency of this hold.

Sincerely,

Thomas B. Fiddler



Thomas B. Fiddler

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395
Direct 215.864.7081 | Fax 215.789.7564
fiddlert@whiteandwilliams.com | whiteandwilliams.com

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Attachments

- image002.jpg (2.17KB)

EXHIBIT I

Emergency Shareholder Meeting of TechWorld Corporation, Inc.

Date & Time: April 4, Saturday 3PM-5PM, 2015 (US/Eastern)

Place: Teleconference Dial-in: (712) 775-7031 Meeting ID: 231-872-613

Instructions:

At the scheduled date and time of the meeting, dial into the conference line. When prompted, enter the meeting ID followed by the pound key.

Invited Attendees: All TechWorld Corporation shareholders in alphabet order:

Chaoying He, James Liu, Shane Wang, Lixin Lilly Zhang, Jingyu Zhou and Weineng Zuo

Notice delivered by Chairman of the Board Directors and President Lixin Lilly Zhang via: Emails

The following shareholders attended the meeting:

Chaoying He (Representative of Minority Shareholders), Lixin Lilly Zhang, Weineng Zuo

Half of shareholders attended this meeting, and collectively attendees own more than 50% of TWC shares, therefore, this shareholder meeting met the quorum requirement.

IT IS RESOLVED:

1. Reassured the relationship of TechWorld Corporation in Nevada (TWC), DrNaturalHealing, Inc. and TechWorld Corporation in Delaware (TWC-DE):

- 1). TWC is the parent company of both DrNaturalHealing and TWC-DE.
(Note: the name of DrNaturalHealing was not consent by shareholders) .
- 2). TWC owns 100% of both DrNaturalHealing and TWC-DE.
- 3). TWC has never been sold to anyone.

2. On James Liu's misconducts

James Liu, as self-claimed CEO, has conducted several activities beyond his legal power and authority, and breached fiduciary duties and contracts. Those wrong doings include but not limited to the followings:

- 1) Forged TWC's president signature and opened a TWC bank account;
- 2) Secretly established another company, Base-Pair Pharmaceuticas, Inc. in March 2013, using TWC's subsidiary recourses without consent of TWC, of which TWC has no any interest;
- 3) Embezzled TWC's money several times to his online date mate;
- 4) Purchased mal-functional products from his brother's company which caused big business loss and damaged TWC's reputation;
- 5) Embezzled TWC's intellectual properties to his relatives;
- 6) Blocked Taide's product supply and caused damages of TWC's international sales and reputation;

- 7) Falsely accused Dr. Zuo while he was conducting business under TWC's president's direction for international business;
- 8) Illegally stripped shareholder's shares and repeatedly excluded the shareholder from communications with other shareholders;
- 9) Refused to provide financial information to shareholders upon the shareholders' request;
- 10) Illegally changed the name of TWC's subsidiary Techworld Medicals, Inc. to DrNaturalHealing without consent of TWC's board of directors or the shareholders;
- 11) Illegally claimed the parent company, TWC, was its wholly owned subsidiary company's subsidiary without consent of TWC's board of directors or the shareholders;
- 12) Posted false statement publically to support his unfair competition and destroy TWC's international business;
- 13) Provided false information to GS1 and requested transfer the ownership of TWC's product barcode to DrNaturalHealing, which has resulted in the suspension of TWC's product barcode and caused countless financial and reputation damages;
- 14) Hijacked Dr. Zhang's business email which has caused countless business loss and reputation damages;
- 15) Repeatedly violated shareholders' rights.

3. Decisions on James Liu's misconducts

Based on James Liu's wrong doings and his seriously breach of fiduciary duties, all shareholders at the meeting have voted to:

- 1) Immediately remove James Liu from TWC's Board of Directors;
- 2) Immediately remove James Liu from all his current management position within TWC and its subsidiaries;
- 3) Request James Liu return the embezzlement of \$35,050 with 10% annual interest that he took from TWC bank account and wired to his online dating girlfriend;
- 4) Request James Liu return the money that he has paid to his brother's company for the mal-functional products;
- 5) Request James Liu return all intellectual properties related to TWC's respiratory and vaginal cares with him as inventor or co-inventor, and the IP should be transferred to and registered under TWC if not yet, including but not limited to the following patents/patent applications that we have identified so far:

【申请号】 201220386247

【发明名称】 一种便携式洗鼻器

【申请人】 刘翰晨

【联系地址】 山东省济南市历下区经十一路 15 号皇冠山庄 4-1-302

【发明人】 刘翰晨、刘近周、刘近标

【申请日】 2012 年 8 月 7 日

【授权公告日】 2013 年 3 月 6 日

【申请号】 201220710248
【发明名称】 一种洁阴器
【申请人】 刘翰晨
【发明人】 刘翰晨、刘近周、刘近标
【申请日】 2012年12月21日
【授权日】 2013年6月5日
【公告号】 202961330U

【申请号】 201220710249
【发明名称】 一种阴道益生菌推动器
【申请人】 刘翰晨
【发明人】 刘翰晨、刘近周、刘近标
【申请日】 2012年12月21日
【授权日】 2013年6月5日
【公告号】 202961490U

【申请号】 201310090674
【发明名称】 一种女用益生菌滋养剂
【申请人】 刘近标
【发明人】 刘近标、刘近周、刘翰晨、张旋鹏
【申请日】 2013年3月21日
【公开日】 2013年6月12日

【申请号】 201310090675
【发明名称】 一种多功能女用复方洁疗配方
【申请人】 刘近标
【联系地址】 广东省深圳市罗湖区嘉宾路太平洋商贸大厦B座709室
【发明人】 刘近标、刘近周、刘翰晨、张旋鹏
【申请日】 2013年3月21日
【公开日】 2013年6月12日

- 6) Restore TWC's FDA registration information;
- 7) Inform GS1 to withdraw the request of transfer TWC's product barcode to its subsidiary Dr.NaturalHealing;
- 8) Hand out the controls of both TWC's website, www.techworldcorp.com, and NasalCare product website, www.nasalcleanse.com, and restore those websites;
- 9) Hand out the controls of toll free # 1-888-658-8108, business email, and business accounts;
- 10) Apologize to all shareholders.

4. On Dr. Weineng Zuo's legal cost

Dr. Zuo was false accused by Dr. Liu for intentional use of his credit card. The fact was that Dr. Zuo conducted business paid by Dr. Zhang's credit card, and it was to help to supply products to Chinese distributors when James Liu suddenly refused to supply the products. Since it was for TWC's business, Dr. Zuo's legal cost due to James Liu's false complain should be reimbursed by TWC and James Liu shall pay to TWC.

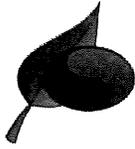
DATED, this 4th day of April 2015.



PRESIDENT and SECRETOARY: Lixin Lilly Zhang



EXHIBIT J



**Dr
Natural
Healing**

DrNaturalHealing Inc.

111 McCoy Street, Milford, DE 19963, USA

Phone: 302-595-9307 Fax: 302-565-4424 Email: info@DrNaturalHealing.com

Date: January 7, 2017
From: James Z Liu, MD, PhD, CEO
DrNaturalHealing, Inc, and Its Subsidiary
TechWorld Corporation, Inc.
US PTO Customer Number: 69134
To: Examining Attorney: Ms. Valeriya Sherman, Law Office 121, US PTO
Subject: Response to Office Action issued on July 18, 2016 for
APPLICATION NO. 86962363 - NASALCARE

Dear US PTO Officer/Examiner,

Applicant carefully reviewed your office action issued on July 18, 2016. Below is our response one by one.

SECTION 2(d) REFUSAL – LIKELIHOOD OF CONFUSION

Historically, the mark NASALCARE was first used on January 2, 2007, and applied on June 25, 2008 by TechWorld Corporation, Inc., and we received the registration number 3688173 on September 29, 2009 after I won the objection by the other party.

TechWorld Corporation (TWC) was solely founded by myself, James Z. Liu on November 17, 1998, with the original name of Bamboo Research, Inc. Its name was amended to TWC on March 19, 2002 by me. TWC was acquired on March 4, 2015 by DrNaturalHealing, Inc., which was also founded by James Z. Liu. All these activities were conducted mainly by the same person, myself.

On April 3, 2016, I learned from the US PTO staff via the telephone and verified at the PTO website that our Mark-3688173 was **Dead** and I was advised that we should re-apply. I then filed the application on the same day, April 3, 2016 and got the new application number 86962363. Thereafter, we received your office action on July 18, 2016. It is not an issue of similarity, it is identical as the same business entity filed the same mark application. All we did was to follow the US PTO's guideline.

Claim of Ownership of Registration:

I claim that Applicant is the owner of U.S. Registration No. 3688173.

(2) Submit copies of documents evidencing the chain.

The same evidence we provided to the U.S. Customs and Board Protection was attached here (A0 and A1). In the last section of this correspondence, "**Further Claim of Ownership of Registration No. 3688173,**" we will provide you why we sent the evidence to the U.S. Customs and Board Protection in March 2016, which was related to the files first submitted by Lixin Lilly Zhang on March 25, 2016 for the same mark 3688173.

In addition, the owner, TechWorld Corporation, can be evidenced by the initial filing, amendment and registration records in the office of the Secretary of the State of Nevada, which is attached here (A2 and A3). You can see clearly that the company was started on November 17, 1998 (under the name of Bamboo Research, Inc.); its name was amended on March 19, 2002 (to TechWorld Corporation, Inc., TWC.). The other two evidence were tax ID issued by the US IRS (A4). The company's tax ID was 88-0409932 under the name of Bamboo Research; this same tax ID was transferred by the IRS on May 26, 2015 to DrNaturalHealing, Inc. after TWC was acquired by DrNaturalHealing on March 4, 2015.

DISCLAIMER REQUIRED

Applicant agreed and specified that no claim is made to the exclusive right to use "NASAL CARE" apart from the mark as shown.

SPECIMEN REQUIRED

The attached specimen was directly copied from Amazon.com (A5) which shows:

- (1) contains a picture or textual description of the identified goods;
- (2) shows the mark in association with the goods; and
- (3) provides a means for ordering the identified goods.

AMENDED MARK DESCRIPTION AND COLOR CLAIM REQUIRED

Applicant agreed and specified that:

The mark consists of the word "NASALCARE" where two curved lines emanate from the letter "I" representing air or vapor.

Color claim: "The colors blue, black and green are claimed as a feature of the mark."

Mark description: The mark consists of the word "NASALCARE" in blue with black shading where two curved lines emanate from the letter "I" in green to blue gradient representing air or vapor.

Further Claim of Ownership of Registration No. 3688173.

I see from the current US PTO website the listed correspondents are Lixin Lilly Zhang and Weineng Zuo by using their private yahoo email address, not company's official email address, as they are no long having the company's email addresses.

Lixin Lilly Zhang was fired on April 3, 2013 and she cannot act on behalf of the US TWC business (A6). Weineng Zuo resigned and left the company on July 31, 2013. However, they repeatedly misrepresent TWC. The two's relationship is an ex-wife and her first ex-husband. Driven by business profit, the two people had conducted numerous wrong doings, such as harming millions of the pregnant and lactating women knowingly and willingly by selling these heavily mold-contaminated prenatal vitamins (A7-1 and A7-2), and by falsifying the federal government's documents, not once, not twice, but three times (A8-1 and A8-2). Their illegal acts were filed to the US Food and Drug Administration – Philadelphia office. The senior FDA officer filed the case to the US Attorney General Office. It is a federal penning case. Their poor manufacture operation

was inspected by the US FDA officer (A9). Myself, James Liu, as a plaintiff, filed three civil cases against Lixin Lilly Zhang and Weineng Zuo, one was filed in Chester County, Pennsylvania, Case No. 2013-09880-DI on October 7, 2013; The other two cases were filed to the Superior Court of the State of Delaware in October 2015, consolidated as one, Case Number K15C11005RBY. All these legal cases are in the pending status.

In January 2016, Lixin Lilly Zhang and Weineng Zuo illegally ship several products bearing the Trademark of NASALCARE from China to USA secretly under our business name of DrNaturalHealing, Inc., and was seized by the U.S. Customs and Board Protection on January 28, 2016 (Please see the attached Letter issued by the US-CBP-A0 and our evidence A1). What they did was illegal in three areas: (1) US FDA never allowed any party to import nasal cleanse products to USA; rather, it should be exported to China. The two criminals did just in the opposite import-export direction; (2) They used our company name, DrNaturalHealing, Inc. in conducting their illegal activity so they made our company be liable for their illegal activity (Please see A10); (3) They misused the trademark NASALCARE to import products (A1). When the US-CBP officers conducted their investigation, Lixin Lilly Zhang took all cheating actions, such as changing the official trademark correspondent from James Liu to herself plus her first ex-husband, using their yahoo email addresses and their business in Delaware without having the IRS issued tax ID 88-0409932 (originally issued to Nevada-TWC), which officially belongs to DrNaturalHealing, Inc.

To argue with the US-CBP for having their illegally imported goods, Lixin Lilly Zhang misrepresented TWC starting on March 25, 2016 (PTO files under Mark 3688173) , without my permission, to have communicated with US PTO and re-registered the same mark 3688173 on October 12, 2016. Now this ownership issue becomes complicated. I see there are a few potential options: 1. The US PTO will deny the submission by Lixin Lilly Zhang on behalf of TechWorld Corporation and grant the current application 86962363; 2. US PTO will allow me to change the correspondent of the Mark 3688173 back to me, as I am the founder and CEO of TechWorld Corporation; or 3) US PTO's other options.

I am looking forward to collaborating with you. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Liu', written in a cursive style.

James Liu, MD, PhD, CEO
DrNaturalHealing Inc. and Its Subsidiary
TechWorld Corporation, Inc.
111 McCoy Street
Milford, DE 19963
Ph: 302-265-2213
Fx: 302-565-4424
www.DrNaturalHealing.com

EXHIBIT K



TechWorld Corporation, Inc.

2335 E. Flamingo Road, Suite 152, Las Vegas, NV 89119 USA
Tel: (302) 255-2213 Fax: (302) 565-4424 Email: info@techworldcorp.com

Cancellation of Authorization to Jiangsu Taide Pharma for Distributing ONE-OK 5 Products

China Food and Drug Administration
26 Xuanwumen Xidajie, Beijing, 100053, P.R. China Fax: 011-86-10-6831-0909

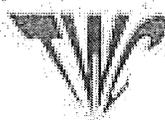
China Food and Drug Administration,

We, TechWorld Corporation, Inc., hereby cancel the authorization issued on May 15, 2011 to Jiangsu Taide Pharma, Ltd. for distributing our 5 ONE-OK nutritional products in China. This cancellation was executed due to numerous wrong doings committed by Lixin Lily Zhang, Chairperson of Jiangsu Taide Pharma, Ltd., and her associates in China and in USA in cheating the US and China governments, and in harming thousands of consumers in China. Their wrong doings were listed in the file of the Superior Court of the State of Delaware in 2015, and listed in the file submitted to the China Food and Drug Administration in 2016 by our company's founder, Dr. James Liu.

我们美国泰克沃德股份有限公司今日决定撤销本公司于 2011 年 5 月 15 日颁发给江苏泰德医药有限公司的“ONE-OK 产品中国总销售授权书”。撤销此授权书的原因是江苏泰德医药有限公司的董事长张丽欣等人在经营本系列产品期间为了谋取最大商业利润而在中国和美国多次做了违法和危害消费者利益的行为。这些具体违法行为列举在美国特拉华州高级法院的案卷（2015）中，并列举在由美国泰克沃德股份有限公司创始人、董事长和执行总裁刘近周博士提交到中国国家药监局的检举案中（2016）。

TechWorld Corporation, Inc.
James Z. Liu, MD, PhD, Founder & CEO
刘近周博士 创始人 董事长 执行总裁

EXHIBIT L



TechWorld Corporation, Inc.

2335 E. Flamingo Road, Suite 152, Las Vegas, NV 89119 USA

Letter of Authorization

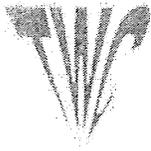
We, TechWorld Corporation, Inc., hereby authorize Shenzhen Reaps International Health Products Co., Ltd. to distribute our U.S.A-Made and Bottled 5 products, registered with the China Food and Drug Administration bearing the special Blue Hat with the approved codes: GSJZ J20040005 for Multivitamins & Multiminerals, For 50+ Adults, Lot 24339; GSJZ J20040008 for Multivitamins & Multiminerals, For Adult Men, Lot 24337; GSJZ J20040006 for Multivitamins & Multiminerals, For Adult Women, Lot 24341; GSJZ J20040007 for Multivitamins & Multiminerals, For Lactating Women, Lot 24340; GSJZ J20040004 for Multivitamins & Multiminerals, For Pregnant Women, Lot 24338. These products are respectively bearing our 5 barcodes 851107000338 851107000345 851107000321 851107000314 851107000307. All of these 5 products were made in October 2016 and will be expired by September 30, 2019.

This authorization letter remains valid from October 2016 till September 30, 2019 for distributing the above specified products.

TechWorld Corporation, Inc. 兹授权深圳市瑞普斯国际保健品有限公司在中国销售我们美国公司在美国制造装瓶的、经过中国国家食品药品监督管理局批准注册的、印有特殊保健品蓝帽的 5 种多元营养素片。这 5 个蓝帽底下印有特殊的“国食健字 J20040005，多元营养素片（老年用型）”；“国食健字 J20040008，多元营养素片（男士用型）”；“国食健字 J20040006，多元营养素片（女士用型）”；“国食健字 J20040007，多元营养素片（乳母用型）”；“国食健字 J20040004，多元营养素片（孕妇用型）”。这 5 种营养素片的美国包装分别印有条码 851107000338 批号 24339；851107000345 批号 24337；851107000321 批号 24341；851107000314 批号 24340；851107000307 批号 24338。授权销售的有效期与产品的有效期一致：自 2016 年 10 月至 2019 年 9 月，深圳市瑞普斯国际保健品有限公司可以使用以上有关信息印制外包装盒和相应市场宣传用品。

TechWorld Corporation, Inc.
James Z. Liu, MD, PhD
创始人，董事长，执行总裁
2016-10-18

EXHIBIT M



TechWorld Corporation, Inc.

A Subsidiary of DrNaturalHealing, Inc.

111 McCoy Street, Milford, DE 19963, USA

Tel: (302) 265-2213 Fax: (302) 565-4424 Email: info@techworldcorp.com

ACTION BY WRITTEN CONSENT OF SHAREHOLDER OF TECHWORLD CORPORATION, INC.

WHEREAS, Lixin Lilly Zhang claims to be a director and/or officer of TechWorld Corporation, Inc. ("TechWorld") and James Zhou Liu disputes that assertion; and

WHEREAS, James Zhou Liu claims that he is the sole director and officer of TechWorld, and Lixin Lilly Zhang disputes that assertion; and

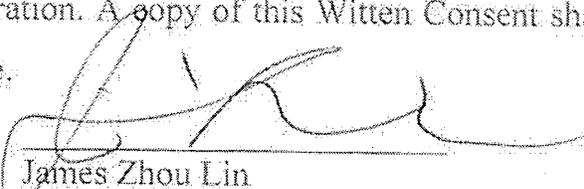
WHEREAS, James Zhou Liu believes it is in the best interests of TechWorld to clarify who are directors and officers of TechWorld to avoid internal disputes and confusion in the market.

NOW, THEREFORE, BE IT RESOLVED that the undersigned, holding 24545000 shares of the total of 25000000 shares of TechWorld Corporation Inc., representing 98.18% of the issued and outstanding shares of TechWorld hereby acts by written consent to remove Lixin Lily Zhang from any directorship and/or offices that she claims or may claim to hold currently, since she left the company in 2012.

RESOLVED FURTHER, James Zhou Lin is the sole director and officer of TechWorld since January 24, 2012 after Lixin Lilly Zhang left the company.

The execution of this written consent in no way recognizes that Lixin Lily Zhang held any position as a director and/or officer of TechWorld, and this written consent is to avoid further confusion.

This written consent shall be filed in the Minute Book of this corporation and become a part of the records of this corporation. A copy of this Witten Consent shall be deemed as effective as an original signature.


James Zhou Lin

October 10, 2017

SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

EFiled: Dec 27 2017 04:46PM EST
 Transaction ID 61504836
 Case No. N17C-12-338 JRJ



COUNTY: N K S

CIVIL ACTION NUMBER: _____

<p>Caption:</p> <p>TechWorld Corporation, Inc. a Nevada Corporation,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>James Z. Liu, DrNaturalHealing, Inc., a Delaware Corporation, and Base-Pair Pharmaceuticals, Inc., a Delaware Corporation,</p> <p style="text-align: center;">Defendants.</p> <p>Attorney Name(s): Thad J. Bracegirdle, Esquire Andrea S. Brooks, Esquire</p> <p>Attorney ID(s): TJB 3691 and ASB 5064</p> <p>Firm Name(s): Wilks, Lukoff & Bracegirdle, LLC</p> <p>Office Address: 4250 Lancaster Pike Suite 200 Wilmington, DE 19805</p> <p>Telephone Number: 302-225-0850</p> <p>Fax Number: 302-225-0851</p> <p>E-Mail Address: tbracegirdle@wlblaw.com abrooks@wlblaw.com</p>	<p>Civil Case Code: CMIS</p> <p>Civil Case Type: Civil Miscellaneous</p> <p>Name and Status of Party Filing Lawsuit: TechWorld Corporation, Inc., Plaintiff</p> <p>Document Type: Complaint</p> <p>Jury Demand: Yes: <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Identify Any Related Cases Now Pending in the Superior Court by Caption and Civil Action Number Including Judge's Initials: K15C-11-005 RBY</p> <p>Explain the Relationship: The defendant, James Z. Liu, filed a complaint against the owner of plaintiff. The case was stayed.</p> <p>Other Unusual Issues that Affect Case Management</p>
---	--

THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND TO HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

Subject: Meeting Minutes

From: James Liu (jamesliu@techworldcorp.com)

To: lillyzhang@techworldcorp.com;

Date: Sunday, October 3, 2010 12:22 PM

Dear Dr. Zhang,

Attached is the signed meeting meeting for our 2010 meeting of the Board of Directors and Shareholders.

Best regards,

James Liu, MD, PhD

Senior Vice President

TechWorld Medicals, Inc.

501 Trestle Place

Downingtown, PA 19335

Ph: 610-873-2952

Fx: 610-873-2961

Direct Line: 484-678-4060

www.nasalcleanse.com

NasalCare® Nasal Irrigation Product - Winner of the "Best New Product" Award at 2010 ECRM Cough, Cold & Allergy Conference. Breathe Better with NasalCare!

Attachments

- Meeting-Minute-2010-08-25.pdf (63.68KB)



TechWorld Corporation, Inc.

2235 E Flamingo Road, Suite 201G, Las Vegas, NV 89119
Tel: (888) 658-8108 Fax: (610) 873-2952 Email: info@techworldcorp.com

MINUTES OF
THE ORGANIZATION MEETING OF THE SHAREHOLDERS/BOARD OF
DIRECTORS OF
TECHWORLD CORPORATION, INC.

A Nevada Corporation

The Organization Meeting (Director's Meeting), convened on the day of August 25, 2010, located at 721 E. Lancaster Avenue, Downingtown, PA 19335.

The following Directors were present: Lixin Lilly Zhang and James Zhou Liu

Lixin Lilly Zhang was appointed temporary Chairman, and James Zhou Liu was appointed temporary Secretary, each to serve until the close of the meeting.

RESOLVED: It is the same as last year that the shares of the Corporation issued to the named individuals below, in the amount stated for cash, services or property:

<u>Shareholder</u>	<u>Shares</u>	<u>Type</u>	<u>Issued For</u>	<u>Voting/Non-Voting</u>
Lixin Lilly Zhang	700,000	Preferred	Property/Service	Voting
James Z. Liu	300,000	Preferred	Property/Service	Voting
Lixin Lilly Zhang	16,200,000	Common	Property/Service	Voting
James Z. Liu	7,220,000	Common	Property/Service	Voting
Weineng Zuo	250,000	Common	Service	Voting
Peter C He	200,000	Common	Cash/Service	Voting
Shane Shu Wang	130,000	Common	Cash/Service	Voting

The Chairman then stated that nominations were in order for election of Directors of the Corporation to hold office until the next annual Meeting of Shareholders and until their successors shall be elected and shall qualify.

The followings were nominated as Directors of the Corporation:

Lixin Lilly Zhang
James Zhou Liu

Nominations were closed and a vote was taken. After the vote was counted, the chairman announced that the named nominees were elected as Directors of the Corporation:

Lixin Lilly Zhang
James Zhou Liu

The Secretary then presented a proposed set of By-laws for regulation and management of the Corporation. The proposed By-laws were read to the meeting, considered and upon motion duly made, second and carried, were adopted as the By-laws of the Corporation and ordered appended to the minutes of the meeting.

The Chairman then stated that this meeting would be considered the Regular Annual Meeting of Directors and the newly elected Directors would assume the responsibility immediately in order to organize the corporation to transact business.

The Chairman of the meeting then called for the election of Officers of the Corporation. The following persons were nominated to the office following respective names:

Lixin Lilly Zhang, President
James Zhou Liu, Sr. Vice President, Secretary, Treasurer
Weineng Zuo, Vice President, Production & Quality Control
Peter C.Y. He, Chief Medical Officer
Shane Shu Wang, Chief Technology Officer

No further nominations being made the nominations were closed and the Director proceeded to vote on the nominees. The Chairman announced that the foregoing nominees were elected to the offices following their respective names:

Lixin Lilly Zhang, President
James Zhou Liu, Sr. Vice President, Secretary, Treasurer
Weineng Zuo, Vice President, Production & QC
Peter C.Y. He, Chief Medical Officer
Shane Shu Wang, Chief Technology Officer

Upon motion duly made, seconded and carried, the following RESOLUTIONS were adopted:

BE IT RESOLVED that CHQ Incorporated, 2235 E. Flamingo Road, Suite 201G, Las Vegas, NV 89119, is appointed Resident Agent of this Corporation and authorized to discharge the duties of Resident Agent.

IT IS FURTHER RESOLVED that the List of Officers, Director and Agent sent to the Nevada Secretary of State is hereby adopted and resolved, and that the Secretary shall supply a copy of the List of Officers and Directors to the Resident Agent.

IT IS FURTHER RESOLVED that the Secretary will supply the Resident Agent with a copy of the Corporation's By-laws and a stock ledger statement to be kept on file as required by Nevada state law (in the event it has not been accomplished).

IT IS FURTHER RESOLVED that the Treasurer of the Corporation be and hereby is authorized to pay all fees and expenses incident to, necessary, or arising out of the organization of the Corporation and to reimburse any person who has made any disbursement therefore.

Upon motion duly made, second and carried, it was:

IT IS FURTHER RESOLVED that the fiscal year of the corporation shall end on the 31st day of December and shall begin on the 1st day of January in each year.

IT IS FURTHER RESOLVED that an office of the CHQ Incorporated, 2235 E. Flamingo Road, Suite 201G, Las Vegas, NV 89119, and that the meetings of the Board of Directors from time to time may be held either at the principal office or at such other place as the Board of Directors shall for time to time order.

IT IS FURTHER RESOLVED that the proper officers of the Corporation are hereby authorized and directed to make and file such certificates, reports, or other instruments that may be required by law to be filed in any state to authorize the corporation to transact business in each state.

IT IS FURTHER RESOLVED that the President and Treasurer be, and hereby is, authorized to maintain the opened a bank account on behalf of the Corporation with Citizens Bank of Pennsylvania, and open another bank account in the other states as the new business needed, and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

IT IS FURTHER RESOLVED that the Secretary maintains the corporate seal, a copy of each stock certificate, the corporate record book and the stock transfer ledger.

IT IS FURTHER RESOLVED that the operational branch company – TechWorld Medicals, Inc. has been registered in the State of Pennsylvania and Delaware, and Lilly Zhang shall continue to serve as the President.

IT IS FURTHER RESOLVED that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of this Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

IT IS FURTHER RESOLVED that this Corporation may adopt a Healthcare Reimbursement Plan for the officers, employees and other specified individuals, and a resolution for that purpose shall be appended to the minutes of the meeting.

IT IS FURTHER RESOLVED that this Corporation will keep the retirement account (401K) for each officer with TD Waterhouse Investor Services, Inc. continues in 2011.

Upon motion duly made, second and carried, it was:

IT IS FURTHER RESOLVED that the Corporation continues to carry on the business for which it was incorporated.

IT IS FURTHER RESOLVED that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories. There is no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

DATED, this August 25, 2010.

A handwritten signature in blue ink, appearing to read "J. Liu", is positioned above a horizontal line.

SECRETARY: James Z. Liu

Subject: RE: Agents in Hong Kong in line of pharmaceuticals

From: James Liu (jamesliu@techworldcorp.com)

To: lillyzhang@techworldcorp.com; warpharh@netvigator.com;

Date: Tuesday, March 26, 2013 9:01 AM

To facilitate the first meeting, I can make a 3-way international conference call. I can call both of you at your 9:00 am, the 27th. Please let me know if this is a good time.

Tel: 011-(852)-2799 8926

Tel: 011-186-0611-5700

From: Lilly Zhang [mailto:lillyzhang@techworldcorp.com]
Sent: Tuesday, March 26, 2013 5:55 AM
To: warpharh@netvigator.com; James Liu
Subject: Re: Agents in Hong Kong in line of pharmaceuticals

Dear Wah,

I got your email, I'm still in China.

Could you please let me know your distribution channels and marketing as well projection if you collaborate with us?

Any products you currently carry are in ENT category?

Best regards,

Lilly

Lilly Zhang, Ph.D

President

TechWorld Corporation, Inc

China Cell Phone: 18606115700

From: "warpharh@netvigator.com" <warpharh@netvigator.com>
To: James Liu <jamesliu@techworldcorp.com>
Cc: 'Lilly Zhang' <lillyzhang@techworldcorp.com>
Sent: Tuesday, March 26, 2013 1:04 AM
Subject: Re: Agents in Hong Kong in line of pharmaceuticals

Dear Dr. James Liu,

Thank you very much for your replied. Unfortunately, we can not contact Dr. Lilly Zhang by email, could you informed her to contact us ? Thank you.

Best regards,
Warwick Trading Company
Poon Kam Wah
Director

From: [James Liu](#)
Sent: Friday, March 22, 2013 8:50 PM
To: [warpharh@netvigator.com](#)
Cc: 'Lilly Zhang'
Subject: RE: Agents in Hong Kong in line of pharmaceuticals

Dear Director Wah,

Please contact our company's President, Dr. Lilly Zhang, who is in China and handles the international sales. Her email address is copied in this email and her cell phone in China is 18606115700

Thank you for interested in our award winning NasalCare products.

Best regards,

James Liu, MD, PhD
Chief Executive Officer
TechWorld Medicals, Inc.
111 McCoy Street
Milford, DE 19963
Ph: 302-595-9307
Fx: 302-565-4424
www.nasalcleanse.com

Dear Sirs,

We are one of the agents in Hong Kong in line of pharmaceuticals . We found your products are very suitable for our China and Hong Kong markets.

We would like have your contact us for business if possible.

Look forward to hearing reply from you as soon as possible and please do not hesitate to contact us.

Best regards,
Warwick Trading Company
Poon Kam Wah
Director

12/28/2017

Print

Tel.(852) 2799 8926

Fax (852) 2795 4382

resendshow original

From: warpharh@netvigator.com

JAMES ZHOU LIU, Plaintiff	: IN THE COURT OF COMMON PLEAS
	: CHESTER COUNTY, PENNSYLVANIA
v.	: CIVIL ACTION – LAW
LIXIN LILLY ZHANG, Defendant	: IN DIVORCE
	: NO. 2013-09880-DI
Elizabeth Plasser Kelly, Esquire, Attorney for Plaintiff Lance J. Nelson, Esquire, Attorney for Defendant	

FILED
 2017 JUN 30 PM 12:11
 OFFICE OF THE
 PROTHONOTARY
 CHESTER CO. PA.

OPINION AND ORDER

This matter is before the Court on Defendant’s, Lixin Lilly Zhang (hereinafter “Wife”), Petition for Contempt and Enforcement, filed on October 2, 2015, and Plaintiff’s, James Zhou Liu (hereinafter “Husband”), Motion to Set Aside Post-Marriage Agreement, filed on May 25, 2016.

Factual and Procedural History

The parties were married on November 6, 2004. Husband, *pro se*, filed a complaint in divorce on October 7, 2013. Thereafter, on June 4, 2014, Husband, *pro se*, filed in the Prothonotary’s Office “Plaintiff’s Interrogatories Directed to Defendant.” It appears that the Interrogatories were never properly served on Wife. On August 3, 2015, a post-marital agreement dated January 28, 2013 (hereinafter “Agreement”) was filed of record by Wife, *pro se*, with the Office of the Prothonotary of Chester County. On October 2, 2015, Wife, through counsel, filed an “Answer to Complaint in Divorce with Counterclaim,”

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Third section of faint, illegible text, separated from the second by a horizontal line.

and simultaneously filed a Petition for Contempt and Enforcement (hereinafter "Petition"), alleging that Husband failed to comply with the Agreement.

Hearings were conducted before the court on April 6, 2016 and May 16, 2016. On May 25, 2016, Husband filed a Motion to Set Aside Post-Marriage Agreement (hereinafter "Motion"), alleging the unenforceability of the Agreement. A final hearing on both the Petition and the Motion was held on September 12, 2016. Written closing arguments were submitted by the parties on October 14, 2016. This Opinion and Order follows.

Past Agreements Between the Parties

To attempt to analyze the Agreement currently before the court, we must place it in the context of the five prior written agreements between these two parties, two of which predate their marriage. Each of these agreements was drafted and agreed to by the parties themselves, without any assistance from or input of legal counsel, and certain terms thereof are, at best, imprecise and, at worst, seemingly contradictory. The majority of the terms in these agreements are not concerned with typical marital assets, but rather pertain to the structure and holdings of a variety of business entities, located in both the United States and China, which the parties own, in several instances with other third-party shareholders.

The first agreement, admitted as Exhibit W-1 in the hearings, was executed on February 20, 2002, two years prior to the parties' marriage. This agreement, entitled "Buy-Sell Agreement," dealt solely with the acquisition of a

50% interest in a corporation "represented by James Zhou Liu" (Bamboo Research, Inc., Las Vegas, Nevada) by a corporation "represented by Lixin Lilly Zhang" (TechWorld International, West Chester, Ohio).

On May 11, 2002, the parties subsequently entered into an "Agreement for Purchasing a New House as a Shared Property" (also contained in W-1) by which Liu agreed to "share his salary income with Dr. Zhang on a 50% basis," and that if Liu were to buy or construct a new home, "Dr. Lilly Zhang will have 50% of the ownership" of the house. This second agreement was signed by "James Z. Liu, M.D., Ph.D, Founder, Corisen Group Ltd" and "Lixin Lilly Zhang, Ph.D, President and CEO Corisen Group, Ltd."

The third agreement, titled "Agreement between the Two Individuals" (W-2), was executed on August 29, 2009, almost five years into the parties' marriage. The parties agreed that they were "highly educated two individuals" that entered into a business agreement, and that they "will never use any evidence to [sic] against the other one during any legal action, since both of us are 100% responsible for what we have done individually or jointly." The parties further agreed that:

Each of us has promised not to start any legal action against the other one, no matter for any reason, no matter what could happen. In case any of the two of us started to take a legal action against the other one for any reason, the one who started the legal action will lose 100% ownership of any property jointly and collectively owned by the two of us, to the other one, regardless of winning or losing the legal action brought by the initiator of the legal action.

The terms of this agreement were also held to be "continually effective when both of us are alive, and for another 20 years after the first one becomes dead."

Both Husband and Wife signed the document in the capacity of "Director, TWC."

On November 23, 2009, the parties executed a "Marriage Dissolution Agreement" (W-4). This fourth document, signed four years before the divorce complaint was filed, represents: "The only one reason for our divorce is due to the difference in personalities and no fault has been done by any one." The parties assented to the equal division ("50% and 50%") of "property and debt" between them, including the marital home, "[c]ash values in the USA and in China as stated on November 23, 2009[.]" and "patents, trademarks[,] and all other aspects of the business properties, business bank accounts balances[.]" The document contained no statement of any "cash values."

The fifth agreement, the "Agreed Principles in Dividing Business and Family Properties and Responsibilities," (W-5), was signed on January 24, 2012. The first substantive term of this document projects that "USA business value is estimated to be US\$2.0 million in 12 months (by January 5, 2013). China business value is determined at a value of US\$1.00." No explanation is given for the nominal one dollar valuation of the parties' assets in China. The document then states that Husband owns the business in the United States and Wife owns the business in China, "except the portion owned by other shareholders." The agreement mandates that both parties must sell their businesses, and if a party chooses not to sell they must "pay another party \$150,000 at the time the party refuses the buyer's offer, and then \$150,000 annually dividing as monthly payment of \$12,500 per month start:



January 1, 2013.” The portion of the two page document pertaining to typical “marital assets” is as follows:

Family properties and liabilities:

- 1) Bank balances: total bank balances are about US\$75,000 which will be [Husband’s] to keep.
- 2) Cars: who drives whose car who owns it.
- 3) House: [Husband] has the responsibility to pay the mortgage and usage. By 18 months, the house must be sold, and the net sales value is to be divided by 2.
- 4) Social Security from 2004 to 2011: the value is to be divided by 2.
- 5) Life Insurance from 2004 to 2011: The value is to be divided by 2.
- 6) Furniture: Who carried the pieces from the previous marriage who owns them.

The agreement states that it “is a supplement to the no-fault marriage dissolution Agreement.”

The Agreement Before the Court

The sixth and final agreement, which is at issue in this case, is entitled “Post-Marriage Agreement” and was executed on January 28, 2013 (admitted into evidence as Exhibit W-7). The parties “now agree that the [January 24, 2012] agreement is null and void” and that “[t]his new Agreement is in order to build a long-term happy marriage and family.” The first 16 paragraphs address, in terms often bordering on the incomprehensible, “Businesses.” Generally, it states that Husband agrees to give one million dollars to Wife “[t]o honor [Wife’s] historical contributions of developing the US business.” If this money is not paid by January 31, 2015, it begins to accrue 10% annual interest that must be paid to Wife. Furthermore, delinquency in Husband’s

payments “will automatically result in the switch of James’ management and voting power to Lilly,” and “automatically” reduce his ownership interest in the US company to 45%, with the remaining 55% controlling interest being provided to Wife. Similarly, since the value of the Chinese business was valued at one million yuan (the currency of the People’s Republic of China), Husband’s \$1 million obligation to Wife is reduced by \$158,700, the equivalent of one million yuan in U.S. currency.

The section addressing “Family Money and Properties” contains 6 paragraphs. These provisions pertain to typical marital assets and permit both parties to retain ownership of their cars and bank accounts, in particular Husband’s “business U.S. bank balances” and Wife’s “China bank balances” and “solely opened U.S. bank balances.” Paragraph 3 provides: “All joint US family bank accounts will be co-owned by both.” Paragraph 5 provides that the marital residence “will be sold” within 6 months of the agreement and the proceeds therefrom “will be divided as 50:50, or to be used to purchase a new house which will be co-owned equally by both spouses.” Husband is further required to provide for the family’s basic living expenses, health insurance, and medical bills.

This document also contains conditions which, though agreed to, are incapable of being enforced by the family court. Husband’s brother is required to transfer certain Chinese patents to Wife, even though he is not a party to the agreement and presumably resides in China. Wife is also obligated to “[d]o

house works whenever at home.” Likewise, the following paragraph appears on the third page of the document:

To co-build a happy marriage and family, no one should mention previous unhappy event more than once in any given month. Any argument should be ended in 1 minute when any party starts to count time. Anyone who triggers unhappy arguments will be recorded in emails and should apologize to the other party.

Despite these unusual terms, the agreement does provide a remedy for breach. In addition to the monetary penalties outlined above, the agreement requires that if one party breaches, the nonbreaching party will have the “right to [divorce],” and “the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party.”

Seven months and one week after the execution of the Agreement, Husband filed his complaint in divorce.

Validity of the Agreement

The court must first determine Husband’s challenge to the validity of the Agreement, for if the Agreement is unenforceable, then Husband’s Motion must be granted, and Wife’s Petition is moot. “The determination of marital property rights through prenuptial, postnuptial and settlement agreements has long been permitted, and even encouraged. Both prenuptial and post-nuptial agreements are contracts and are governed by contract law.” *Holz v. Holz*, 850 A.2d 751, 757 (Pa. Super. 2004)

(citations omitted). Section 3106 of the Divorce Code states in pertinent part:

(a) General rule.--The burden of proof to set aside a premarital agreement shall be upon the party alleging the agreement to be unenforceable. A premarital agreement shall not be enforceable if the party seeking to set aside the agreement proves, by clear and convincing evidence, that:

(1) the party did not execute the agreement voluntarily;
or

(2) the party, before execution of the agreement:

(i) was not provided a fair and reasonable disclosure of the property or financial obligations of the other party;

(ii) did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided; and

(iii) did not have an adequate knowledge of the property or financial obligations of the other party.

While the statute and much of the case law specifically reference premarital agreements, the same principles of law, including §3106, apply to both premarital and postmarital agreements. *Lugg v. Lugg*, 64 A.3d 1109, 1112 (Pa. Super. 2013).

Husband claims that the Agreement cannot be enforced because he did not enter into it voluntarily. "Absent fraud, misrepresentation, or duress, spouses should be bound by the terms of their agreements." *Sams v. Sams*, 808 A.2d 206, 211 (Pa. Super. 2002), quoting *McMahon v. McMahon*, 612 A.2d 1360, 1363 (Pa. Super. 1992). Husband maintains that he consented to the

Agreement “in an effort to end his wife’s constant badgering of him.” Upon review of the evidence in the record on this issue, we conclude that Husband has not established by clear and convincing evidence that Wife’s persistence in wanting the Agreement signed rises to the level of duress required under Pennsylvania law.

Husband also alleges, relying upon the provisions of 23 Pa.C.S. §3106(a)(2), that the Agreement is invalid due to a lack of financial disclosure in the Agreement itself, and the absence of a written waiver thereof. A “fair and reasonable” disclosure, also defined in case law as a “full and fair” disclosure, does not demand the production of exact financial records, but does require enough precision to ascertain the “general financial resources” of the party making the disclosure. *Nigro v. Nigro*, 538 A.2d 910, 914 (Pa. Super. 1988). The disclosure itself is not required to be present in the text of the agreement, or even attached thereto, as an agreement “can be upheld if it merely recites that such disclosure has been made.” *Paroly v. Paroly*, 876 A.2d 1061, 1066 (Pa. Super. 2005), *citing In re Estate of Hartman*, 582 A.2d 648 (Pa. Super. 1990). “Indeed, when a spouse is fully engaged in the couple's financial affairs and is familiar with a business owned by the other spouse, [courts] will uphold an agreement even when it contains neither disclosure nor an affirmation that disclosure was made.” *Id.*, *citing Adams v. Adams*, 607 A.2d 1116 (Pa. Super. 1992).

No explicit notation that a disclosure occurred is present in the Agreement, and no written disclosure is attached. Likewise, no disclosure, or

reference thereto, is contained in any of the prior agreements between the parties. In fact, the word "disclosure" does not appear in the text of the Agreement. If any disclosure did take place, it must be implied from the terms of the Agreement and the testimony of the parties. While it is evident that the parties have multiple, possibly affiliated, business interests, the court finds that neither the Agreement, nor any of the parties' prior agreements, provides a full overview of the structure, relationships, or value of those businesses as required to constitute a "full and fair" disclosure of assets. The U.S. and China businesses are apparently not so interrelated as to require any financial documents from China to be filed with the U.S. business's tax returns, and no such financial documentation has ever been provided. Husband testified that Wife has not provided him with the financial information of the Chinese businesses which she controls, and that she continues to refuse to provide such information. Husband also testified Chinese government requires annual detailed financial audits from business entities, and thus Wife would have easy access to such information. These circumstances indicate that there has not been a "fair and reasonable disclosure" pursuant to §3106(a)(2)(i).

Similarly, no voluntary and express written waiver of disclosure appears in the Agreement or elsewhere in the record, and Husband credibly testified that he did not make such a waiver. Therefore, the court concludes that Husband "did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided" pursuant to §3106(a)(2)(ii).

Based upon the above lack of disclosure, and the presumptive separate corporate status of the U.S. and China businesses, Husband alleges that he did not have full knowledge of Wife's financial assets. Specifically, Husband testified that he is not privy to the financial details of Wife's business in China. Wife seems to concede this point, as Paragraph 6 of her Answer to Husband's Motion to Set Aside the Agreement states that "[Husband] retained no interest in the China business, making his knowledge of its financial status immaterial." However, since the business is an asset of Wife's, he would certainly need to have knowledge of its financial status to fully understand Wife's "property or financial obligations," and his knowledge thereof is not immaterial. Likewise, the parties' access to financial information seems to be heavily weighted in Wife's favor. Paragraph 1 of the Agreement provides Wife with "the right to review the monthly financial data of the US business," yet Husband has no similar right over Wife's Chinese business. Husband points to his discovery that the value of the Chinese business at the end of 2011 was approximately 16 million yuan, or \$2.5 million, mere months before that same business was given a nominal value of \$1.00 by the 2012 Agreement. The continued inability of Husband to access the financial records of the Chinese business, added to Wife's refusal to provide those records upon request, indicates that Husband "did not have an adequate knowledge of the property or financial obligations" of Wife.

By clear and convincing evidence, Husband has proven the three required statutory elements: that there was no "fair and reasonable"

disclosure to him of Wife's assets, specifically, the value of the "China business," prior to entering into the agreement; the right to disclosure was not voluntarily or expressly waived in writing; and that Husband "did not have an adequate knowledge" of Wife's property or financial obligations before execution of the agreement. For those reasons, the Agreement must be set aside pursuant to 23 Pa.C.S. §3106(a)(2). The convoluted course of the series of self-drafted business agreements between the parties in this case, culminating in the January 28, 2013 "Post-Marriage Agreement," is a testament as to why even very intelligent, highly educated individuals should consider seeking legal counsel when attempting to address complex international corporate issues, particularly when contemplating a divorce.

Accordingly, the court enters the following Order:

JAMES ZHOU LIU,
Plaintiff

v.

LIXIN LILLY ZHANG,
Defendant

: IN THE COURT OF COMMON PLEAS

: CHESTER COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: IN DIVORCE

: NO. 2013-09880-DI

Elizabeth Plasser Kelly, Esquire, Attorney for Plaintiff
Lance J. Nelson, Esquire, Attorney for Defendant

OFFICE OF THE
PROthonotary
CHESTER CO PA.

2017 JUN 30 PM 12:11

FILED

ORDER

AND NOW, this 30th day of June, 2017, upon consideration of Defendant's "Petition for Contempt and Enforcement," filed on October 2, 2015, and Plaintiff's "Motion to Set Aside Post-Marriage Agreement," filed on May 25, 2016, it is hereby ORDERED and DECREED that:

1. Defendant's Petition is DENIED.
2. Plaintiff's Motion is GRANTED. Pursuant to the provisions of 23 Pa.C.S. §3106(a)(2), the postnuptial agreement of Plaintiff, James Zhou Liu, and Defendant, Lixin Lilly Zhang, entered into on or about January 28, 2013, is declared to be unenforceable. The prenuptial agreement is therefore set aside.

BY THE COURT:



David F. Bortner, J.

AFFIDAVIT

I, Lixin Lilly Zhang, Ph.D., US citizen, residing at 328 Massey Branch Road, Clayton, DE 19938, hereby make my statement as follows:

1. I am a majority shareholder, president and director of both TechWorld Corporation, Inc. and its subsidiary TechWorld Medicals, Inc.
2. I never relinquished or transferred any of my shares to Mr. James Z. Liu.
3. James Z. Liu changed the name of TechWorld Medicals, Inc., to DrHealing, Inc., in October 2013 without my instruction, authorization or consent. He then changed the name again from DrHealing, Inc. to DrNaturalHealing, Inc. without my awareness. I never received any notice of a director/shareholder meeting or notice of vote regarding this name change, nor would I have agreed to such name change.
4. I never called for or received any notice of a director/shareholder meeting or notice of vote regarding the acquisition of TechWorld Corporation, Inc. by DrNaturalHealing, Inc., nor would I have agreed to the acquisition.

I affirm that the above statements made by me are true and correct. I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

12/27/2017
Date

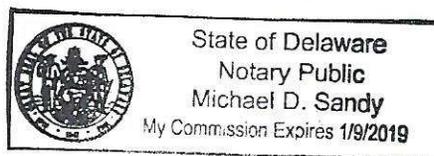
[Signature]
Lixin Lilly Zhang, Ph.D.

STATE OF DELAWARE, COUNTY OF KENT

I, the undersigned Notary Public, do hereby affirm that Lixin Lilly Zhang personally appeared before me on this 27th day of December 2017, and signed the above Affidavit as her free and voluntary act and deed.

[Signature]
Notary Public

My commission expires: 1/9/2019



AFFIDAVIT

I, Weineng Zuo, Ph.D., US citizen, residing at 4942 W. Brigantine Ct., Wilmington, DE 19808, hereby make my statement as follows:

1. I am and have been a shareholder of TechWorld Corporation, Inc.
2. I opposed the change in name of TechWorld Medicals, Inc., a subsidiary of TechWorld Corporation, Inc., to DrHealing, Inc.
3. I never received any notice of a shareholder meeting or a vote regarding the name change from DrHealing, Inc. to DrNaturalHealing, Inc, nor would I have agreed to such a name change.
4. I never received any notice of a shareholder meeting or a vote regarding the acquisition of TechWorld Corporation, Inc. by DrNaturalHealing, Inc., nor would I have agreed to the acquisition of TechWorld Corporation, Inc. by DrNaturalHealing, Inc.

I affirm that the above statements made by me are true and correct. I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

12/27/2017
Date

WZ
Weineng Zuo, Ph.D.

STATE OF DELAWARE
COUNTY OF NEW CASTLE

I, the undersigned Notary Public, do hereby affirm that Weineng Zuo personally appeared before me on this 27 day of December 2017, and signed the above Affidavit as his free and voluntary act and deed.

Debbie Ann Galonsky
Notary Public

My commission expires: DEBBIE ANN GALONSKY
NOTARY PUBLIC, STATE OF DELAWARE
MY COMMISSION EXPIRES OCTOBER 20, 2020

